REQUEST FOR PROPOSAL



Department of Executive Services
Finance and Business Operations
Division
Programment and Contract Services Services

Procurement and Contract Services Section 206-684-1681 TTY Relay: 711

DATE ADVERTISED: December 23, 2004

RFP Title: Electronic Health Record Management System (EHR)

Requesting Dept./ Div.: Seattle - King County Department of Public Health

RFP Number: 102-05RLD

Due Date: January 18, 2005 — no later than 2:00 P.M.

Buyer: Roy L. Dodman <u>roy.dodman@metrokc.gov</u>, (206) 263-4266

Pre-Proposal Conference:

A conference to discuss questions related to this RFP shall be held at 10:00 a.m. on Tuesday, January 4, 2005, in Conference Room 6A on the 6th Floor of the Exchange Building, 821 Second Avenue, Seattle, WA 98104.

Sealed Proposals are hereby solicited and will **ONLY** be

received by

King County Procurement Services Section Exchange Building, 8th Floor 821 Second Avenue Seattle, WA 98104-1598

> Office Hours - 8:00 a.m. - 5:00 p.m. Monday - Friday

SUBMITTERS MUST COMPLETE AND SIGN THE FORM BELOW (TYPE OR PRINT)

Company Name			
Address		City/State/Zip	Code
Signature	Authorized Representat	tive / Title	
E-mail	Phone		Fax
Prime Proposer SEDB Certification number	(if applicable - see Sect	ion II, 2-2-6-D	of this RFP)

This Request for Proposal will be provided in alternative formats such as Braille, large print, audio cassette or computer disk for individuals with disabilities upon request.

If you received or downloaded this document in .pdf format, a MS Word copy may be obtained by contacting the buyer listed above. This document will be transmitted by e-mail.

King County is an Equal Opportunity Employer and does not discriminate against individuals or firms because of their race, color, creed, marital status, religion, age, sex, national origin, sexual orientation, or the presence of any mental, physical or sensory handicap in an otherwise qualified handicapped person.

Sealed proposals are hereby solicited and will be received only at the office of the King County Procurement Services Section at 821 Second Avenue, 8th Floor, Seattle, Washington, 98104 no later than 2 p.m. on the date noted above regarding an *Electronic Health Record Management System (EHR)* for the *Seattle – King County Department of Public Health*. The deliverables for this project shall be provided to King County in accordance with the following and the attached instructions, requirements, and specifications.

<u>Submittal</u>: King County requires the Proposer to sign and return *this entire Request for Proposal (RFP) document*. The Proposer shall provide *one unbound original*, and *three (3) copies* of the proposal response, data or attachments offered, for *four (4) items* total. The original in both cases shall be <u>noted</u> or <u>stamped</u> "Original". The Proposer shall also provide a copy of their proposal, including all material and required forms, in an electronic format, preferably in either MS Word or pdf format, on 2 CD-ROMs. The County requires the above listed items be placed in sealed boxes marked with the RFP number and proposal due date, with one (1) original **Attachment A** in a sealed envelope within the sealed box.

<u>Pre-Proposal Conference</u>: A conference to discuss questions related to this RFP shall be held at 10:00 a.m. on Tuesday, January 4, 2005, in Conference Room 6A on the 6th Floor of the Exchange Building, 821 Second Avenue, Seattle, WA 98104. See link for driving instructions. http://www.metrokc.gov/finance/procurement/find_us.asp

<u>Questions</u>: After the Pre-Proposal Conference, Proposers will be required to submit any further questions in writing prior to the close of business Wednesday, January 5, 2005 in order for staff to prepare any response required to be answered by Addendum. Questions are best received and most quickly responded to when sent via e-mail directly to the following King County procurement personnel: *Primary* – Roy L. Dodman, Senior Buyer roy.dodman@metrokc.gov / Secondary – Cathy M. Betts, Buyer cathy.betts@metrokc.gov. Questions may also be sent via fax or mail to the address above.

SECTION I – PROPOSAL PREPARATION

- A. All submitted proposals and evaluation materials become public information and may be reviewed by appointment by anyone requesting to do so at the conclusion of the evaluation, negotiation, and award process. This process is concluded when a signed contract is completed between King County and the selected Consultant. Please note that if an interested party requests copies of submitted documents or evaluation materials, a standard King County copying charge per page must be received prior to processing the copies. King County will not make available photocopies of pre-printed brochures, catalogs, tear sheets or audio-visual materials that are submitted as support documents with a proposal. Those materials will be available for review at King County Procurement.
- B. No other distribution of proposals will be made by the Proposers prior to any public disclosure regarding the RFP, the proposal or any subsequent awards without written approval by King County. For this RFP all proposals received by King County shall remain valid for one hundred twenty (120) days from the date of submittal. All proposals received in response to this RFP will be retained.
- C. Proposals shall be prepared simply and economically, providing a straightforward and concise but complete and detailed description of the Proposer's abilities to meet the requirements of this RFP. Fancy bindings, colored displays and promotional materials are not desired. Emphasis shall be on completeness of content.
- D. King County reserves the right to reject any or all proposals that are deemed not responsive to its needs
- E. In the event it becomes necessary to revise any part of this RFP, addenda shall be created and posted at the King County Procurement web site. Addenda will also be conveyed to those potential submitters providing an accurate e-mail address. If desired, a hard copy of any addenda may be provided upon request.
- F. King County is not liable for any cost incurred by the Proposer prior to issuing the contract.
- G. A contract may be negotiated with the Proposer whose proposal would be most advantageous to King County in the opinion of the Seattle King County Department of Public Health, all factors considered. King County reserves the right to reject any or all proposals submitted.
- H. It is proposed that if a selection is made as a result of this RFP, a contract with a fixed price/prices will be negotiated. Negotiations may be undertaken with the Proposer who is considered to be the most suitable for the work. This RFP is primarily designed to identify the most qualified firm. Price and schedule will be negotiated with the "first choice" Proposer; negotiations may be instituted with the second choice and subsequent Proposer until the project is canceled or an acceptable contract is executed.
- I. This RFP shall be available for use by all King County Departments, Divisions and Agencies. If orders will be placed by the County's Transit Division, the Contractor will be required to sign and comply with the Federal Transit Administration's (FTA)'s required documentation.
- J. The contents of the proposal of the selected Proposer shall become contractual obligations if a contract ensues. Failure of the Proposer to accept these obligations may result in cancellation of their selection.

- K. A contract between the Consultant and King County shall include all documents mutually entered into specifically including the contract instrument, the RFP, and the response to the RFP. The contract must include, and be consistent with, the specifications and provisions stated in the RFP.
- L. News releases pertaining to this RFP, the services, or the project to which it relates, shall not be made without prior approval by, and then only in coordination with, the King County Department of Executive Services.
- M. King County Code 4.16.025 prohibits the acceptance of any proposal after the time and date specified on the Request for Proposal. There shall be no exceptions to this requirement.
- N. King County agencies' staffs are prohibited from speaking with potential Proposers about the project during the solicitation.

Please direct all questions to:

Roy L. Dodman / Senior Buyer (206) 263-4266 roy.dodman@metrokc.gov

or Cathy M. Betts / Buyer (206) 263-4267 cathy.betts@metrokc.gov

NOTE: Documents and other information is available in alternate formats for individuals with disabilities upon advance request by calling Mary Lou Allwine at 206-296-4210 or TTY711.

- O. Protest Procedure King County has a process in place for receiving protests based upon either proposals or contract awards. If you would like to receive or review a copy, please contact the Buyer named on the front page of this document or call Procurement Services at 206-684-1681.
- P. Term Service Requirement

If a contract is awarded based on this RFP, it may contain the following provision:

Contract Extension

The initial contract period will be for one (1) year from the start date of the contract. The term of the contract may be extended in one (1) year increments for two (2) additional one-year periods for a contract duration of three (3) years, in accordance with the County's best interest and at the sole option of the County. Prices shall remain firm for the duration of the contract period. Reasonable price changes based on market conditions and price/cost analysis may be requested, if such escalations are based on changes in the U.S. Department of Labor, Bureau of Labor Statistics Consumer Price Index for All Urban Consumers ("CPI-U") for the Seattle-Tacoma-Bremerton Statistical Metropolitan Area for the preceding calendar year. You may obtain information about the CPI-U in general and the Seattle area in particular by visiting the United States Bureau of Labor Statistics web site at http://www.bls.gov/cpi/. In the event the CPI-U (or a successor or substitute index) is no longer published, a reliable government or other non-partisan index of inflation selected by the County shall be used to calculate any adjusted amounts. Requests for any such changes are to be made in writing to the Seattle - King County Department of Public Health, and approved by the County Executive or his/her designee. Any agreed-to change shall take effect at the time of the contract extension and shall remain in effect throughout the extension period. The parties hereto recognize that such changes could be increases or decreases in the prices; both parties are entitled to benefit from such price changes.

Q. <u>Electronic Commerce and Correspondence</u>. King County is committed to reducing costs and facilitating quicker communication to the community by using electronic means to convey information. As such, most Invitations to Bid and Requests for Proposal, as well as related exhibits, appendices, and issued addenda can be found on the King County Internet Web Site, located at http://www.metrokc.gov/finance/procurement. Please refer to the "RFPs, RFQs & ITBs / New / Consultants" portion of the site (note: some documents or portions thereof may not be posted on the site. Please note any special messages regarding a particular solicitation). This information is posted at the Web Site as a *convenience* to the public, and is not intended to replace the King County process of formally requesting bid documents and providing the County with contact information for the potential proposer. Each proposer bears the responsibility to confirm the completeness and accuracy of all documents pertaining to a given solicitation, including the receipt of all issued addenda.

If a proposer downloads a document from the Web Site and does not contact the Procurement Office to obtain a hard copy, the proposer *must* use the "Feedback" (Envelope) button at the bottom of the Web page to convey the proposer's company name, contact name, mailing address, and phone/fax number to the County. Please note which document/documents were downloaded.

After proposals have been opened in public, the County will post a listing of the consultants submitting proposals at the King County Internet site. Please refer to the "RFPs, RFQs & ITBs / Awarded / Consultants" portion of the site for a listing, as well as a notification of a final award.

Unless otherwise requested, letters and other transmittals pertaining to this RFP will be issued to the e-mail address noted in our files, and after submittal, noted on the first page of this document. If other personnel should be contacted via e-mail in the evaluation of this proposal, or to be notified of evaluation results, please complete the information in the table below.

Contact Name	Title	Phone	E-mail address

- R. Washington State Public Disclosure Act (RCW 42.17) requires public agencies in Washington to promptly make public records available for inspection and copying unless they fall within the specified exemptions contained in the Act, or are otherwise privileged.
- S. Proposals submitted under this RFP shall be considered public documents and with limited exceptions proposals that are recommended for contract award will be available for inspection and copying by the public.

If a Proposer considers any portion of his/her proposal to be protected under the law, the Proposer shall clearly identify on the page(s) affected such words as "CONFIDENTIAL"," PROPRIETARY" or "BUSINESS SECRET." The Proposer shall also use the descriptions above in the following table to identify the affected page number(s) and location(s) of any material to be considered as confidential (attach additional sheets as necessary). If a request is made for disclosure of such portion, the County will determine whether the material should be made available under the law. If the material is not exempt from public disclosure law, the County will notify the Proposer of the request and allow the Proposer ten (10) days to take whatever action it deems necessary to protect its interests. If the Proposer fails or neglects to take such action within said period, the County will release the portion of the Proposal deemed subject to disclosure. By submitting a Proposal, the Proposer assents to the procedure outlined in this paragraph and shall have no claim against the County on account of actions taken under such procedure.

Type of exemption	Beginning Page / Location	Ending Page / Location

- T. Proposers are urged to use recycled/recyclable products and both sides of paper for printed and photocopied materials, whenever practicable, in preparing responses to this RFP.
- U. Bid Identification Label: Please see the Bid Identification Label on the last page of this document.
- V. Pricing

All pricing information shall be quoted in U.S. Dollars. Provide complete pricing information on a unit basis. Proposers are to complete the Price Detail Sheet, **Attachment F**, in the format provided.

W. Proposal Alternatives

Proposals shall address all requirements identified in this RFP. In addition, the County may consider Proposal Alternatives submitted by Proposers that provide enhancements beyond the RFP requirements. Proposal alternatives will only be considered if a Proposer submits a complete proposal in response to all requirements. Proposal alternatives may be considered if deemed to be in the County's best interests. Proposal alternatives shall be clearly identified.

X. Procurement schedule

SCHEDULE OF RFP ACTIVITIES (ALL TIMES AF	TE PACIFIC TIME)	
	Date	Time
Announcement / Advertisement of RFP	December 23, 2004	
Pre-proposal questions due in writing	December 29, 2004	4:30 PM
Pre-proposal conference		
King County Procurement & Contract Services Section, Exchange Building 6 th Floor Conference Room "A" 821 Second Avenue Seattle, WA 98104	January 4, 2005	10:00 AM
Proposals due	January 18, 2005	2:00 PM
*Evaluation of Proposals.	January 31, 2005	
*PH conducts Vendors Presentations	February 2005	
*PH performs Reference Checks	February 2005	
*PH performs Site Visits	March 2005	
*PH creates Business Case	April 2005	
*PH obtains Policy Review Board Approval	April 2005	
*PH enters into Contract Negotiations	April 2005	
*JHS EHR Implementation Start-Up	May 2005	
*JHS EHR Go Begins	January 2006	
*JHS EHR Post Implementation Review	June 2006	

NOTE: Dates preceded by an asterisk are estimated dates. Estimated dates are for informational purposes only, and are subject to change.

Y. Proposal Price and Effective Date

The Proposal price shall include everything necessary for the prosecution and completion of the Contract, including but not limited to, furnishing all materials, equipment, supplies, tools, plant and other facilities and all management, supervision, labor and service, except as may be Provided otherwise in this RFP. Prices quoted on the Proposal Response Form shall include all freight charges, FOB to the designated delivery point. Washington State sales/use taxes and Federal excise taxes shall not be included in the Proposal price. The County will pay any Washington State sales/use taxes applicable to the Contract price or tender an appropriate amount to the Contractor for payment to Washington State. The County is exempt from Federal excise taxes. All other government taxes, duties, fees, royalties, assessments and charges shall be included in the Proposal price. In the event of a discrepancy between the unit price and the extended amount for a Proposal item, the County reserves the right to clarify the Proposal.

SECTION II: PART 1 - GENERAL AND BACKGROUND INFORMATION

2-1-1 Purpose of this RFP

The Seattle-King County Department of Public Health (SKCDPH), in conjunction with King County Procurement Services, is distributing this Request for Proposal for an Electronic Health Record Management System (EHR) in an effort to identify potential candidates for implementing a fully integrated system throughout its Jail Health Services (JHS) and Community Health Services (CHS) divisions.

SKCDPH plans to begin implementing the EHR within JHS no later than mid-2005 and have the system fully functional by early-2006.

SKCDPH may then begin automating its CHS Division services and programs, if a vendor can meet the needs of an organization of this size and complexity.

2-1-2 Project Description

The purpose of this project is for JHS to convert from a paper-based medical record to an integrated EHR. The system will include supporting software modules, technology, and interfaces as identified. Additionally, the needs of SKCDPH will be considered for potential future implementation.

2-1-3 Project Objectives

JHS expects that as a result of implementing the EHR care and cost outcome will improve, as measured by:

- A. Pertinent healthcare management data will be readily available to health care staff to optimize patient care.
- B. Reduction in the amount of time to locate health care information resulting in more efficient use of staff resources and improved health care decision-making.
- C. Improved documentation and standardized charting practices.
- D. Improved efficiency in health information management and improved compliance with regulations and rules governing the management of medical records.

The EHR project involves re-engineering many JHS business processes. Anticipated improvements include:

- A. Immediate access by multiple providers to the medical chart.
- B. Improve medical records management.
- C. Cost-containment through process re-engineering.
- D. Improve efficiency of internal processes.
- E. Automate many healthcare functions.
- F. Increase staff effectiveness.
- G. Re-direction of work efforts of Jail Health staff.
- H. Reduce storage space and related cost for paper medical records.
- I. Document evidence of compliance with NCCHC standards for accreditation.
- J. Improve continuity of care with community partners.

2-1-4 Project Scope

The scope of the EHR is to automate the following business functions within JHS:

Patient (Inmate) Management:

- Intake Interface
- Co-pay Management
- Admission, Discharge, Transfer
- Referrals
- Appointment Scheduling
- Merge/unmerge Record
- Alias Management
- Patient Tracking (interface)
- Patient Transport Management
- Registration of DNR Orders
- Registration of Living Will Release of Information
- Special Accommodations
- Census Reporting

Clinical Operations by Provider:

- Intake, Transfer, Release
- Problem List
- Encounters
- Treatment Planning
- · Clinical Guidelines and Notes
- Flow Sheets
- Orders & Results Reporting
- Consents
- Patient Education
- Referrals
- Admission, Discharge, Transfer
- Population Based Clinical Areas
- Clinician Access View
- · Clinical Decision Support
- Controlled Medical Vocabulary
- Clinical Pathways & Guidelines
- Charge Capture

Clinical Specialties:

• Pharmacy:

Order/Results Interface Medication Administration Drug-Drug/Allergy Interactions Drug Look-up Formulary Management **Inventory Management**

- Infirmary
- · Psychiatrics: **Testing Support**

Mental Health Evaluation Mental Health Screening

Dental Care:

Appointment Scheduling Screening Charting

- Obstetrics
- Communicable Diseases
- Family Planning
- Emergency Care Management

2-1-5 Overview of Seattle-King County Department of Public Health

SKCDPH is a department within King County Government, serving the greater Seattle Metropolitan area within Washington State. The SKCDPH mission is to achieve and sustain healthy people and healthy communities throughout King County by providing public health services that promote health and prevent disease. SKCDPH consists of seven divisions and maintains twenty-five operating sites, offering a broad range of clinical and prevention oriented services for a wide spectrum of individuals in diverse and growing communities throughout urban, suburban and rural King County.

2-1-6 Description of SKCDPH Community Health Services Division

A. Family Support Services

In some venues also called Parent and Child Health Program, the purpose of the Family Support Service program is to provide assessment, education, skills-building, and support to pregnant women and families with children so that babies are born with the best opportunity to grow and thrive, the impact of health problems are minimized, and children receive the care and nurturing they need to become functional adults. Services are: Home and office visits, classes and groups in which the following services are provided; assessment, education, counseling, referrals, case management, and parenting support. Other services include: nutrition education in schools and community locations through the Seattle Nutrition Action Coalition (SNAC); review of health records of children in foster care and development of a health "passport" for each child; assistance to apply for subsidized housing; and coordination of services between agencies. For teen first-time mothers intensive services are provided using Best Beginnings Nurse Family Partnership protocols from pregnancy through the first 2 years of the child's life. For HIV-affected families, services are provided as a part of the statewide Title IV Network.

B. Clinical Primary Care and Maternity Care

The purpose of the Primary Care program is to provide accessible health care services for King County residents so they can maintain and/or improve their health. Services are: Preventive health maintenance; acute and chronic care for adults and children (primary care); Obstetrical services (pre-natal and post-partum clinical service to promote healthy birth outcomes).

C. Oral Health

The purpose of the Oral Health program is to provide community based and clinical dental services to high-risk populations so that dental disease is prevented and oral health is improved. Services are: Prevention Services in the community; Clinical Services.

D. Family Planning

The purpose of the Family Planning program is to provide reproductive health, STD, outreach and education services for King County residents in order to promote sexual health and well being and reduce unintended pregnancies. Services are: Clinical services; Health education and access services; Outreach services.

E. Immunizations

The purpose of the Immunizations Program is to assure access to, and technical support for, immunization services for King County residents and health care providers in order to prevent disease in individuals and the spread of disease in the community. Services are: Community education; Provider consultation and education; Vaccine delivery services; Contract management; Clinical services.

F. WIC

The purpose of the Supplemental Nutrition Program for Women, Infants and Children (WIC) is to provide nutrition assessment, education and supplemental food to low income women and young children so that they have adequate nutrition to grow and develop to reach full capacity. Services are: Nutrition assessment, education, referrals, checks to purchase healthy food, contract management for community clinic sites.

G. Youth Health Services

The purpose of the Youth Health Services program is to provide leadership and technical assistance to community partners and to provide services to youth through collaborative partnerships so that youth have access to quality coordinated health, mental health and preventive services. Services are: Training and Education; Technical Assistance; Program Development; Interagency collaboration.

H. Occupational Health

The purpose of the Public Health – Seattle & King County Occupational Health Program is to provide occupational health services to contracted employers in order to prevent workplace related injuries and disease. Services are: Pre-placement exams; Medical surveillance exams for workers with exposures to hazardous materials, lead, asbestos, and hyperbaric conditions; Respiratory medical clearance exams for workers who are required to wear a respirator; Health and safety training on blood-borne pathogens and communicable disease; Consultation on various workplace health and safety concerns.

I. Refugee Health

The purpose of the Refugee Health Access Program is to assure that newly arriving refugees receive critical public health services and are linked to ongoing health care and receive limited civil surgeon (immigration related) health care services. Services are: Limited medical history; Immunization assessment/update; Administration of PPD and Hepatitis B screening as indicated; linking all refugees to ongoing care with particular focus paid to class B refugees; Immigration related health services for refugees (i.e. Limited Civil Surgeon assistance); Assure refugees receive needed immunizations.

2-1-7 Overview of Jail Health Services

JHS is a section of the SKCDPH. The purpose of the JHS program is to provide quality health services (medical, psychiatric, and dental) to the detained population of the King County Department of Adult and Juvenile Detention (DAJD) so that they receive comparable health care to other King County residents. Services are: Intake and assessment; Urgent Care/Screening, Education and Intervention for Communicable Disease; Health Screening exams and Education in Disease Prevention; Prenatal care for high-risk moms; Provision of Birth Control Methods; Education in Family Planning; Psychiatric assessment and treatment; Oral health care; Chronic Care Management; Release planning; Specialty referrals.

JHS is staffed 24 hours a day, 365 days a year. The jail admits about 55,000 arrestees each year, with an average daily population of 2,200, and an average length of stay of 18 days. These services are provided in two primary sites: Seattle, at the King County Correctional Facility (KCCF) and Kent, at the King County Detention Facility at the Regional Justice Center (RJC). KCCF is accredited by the National Commission on Correctional Health Care. Services are focused on urgent, emergent, and chronic care. The difficulty of providing care in a locked facility with security restricted access contributes to the challenges in the delivery of health services. Mental Health and chemical dependency needs are endemic in the program challenges.

A. Tandem Operation of Health and Corrections

JHS functions as a clinical service component of the SKCDPH while working in tandem with the officers and administration of DAJD.

In the last 15 years, the U.S. Supreme Court has determined in several landmark cases that detained populations have a constitutional right to health care and that it is the obligation of the custodial institution to ensure access to that health care.

Thus, the two disciplines of health care and corrections have had to learn to operate side-by-side, supporting each other while delivering their services. In King County, administrators and manager of DAJD have developed a team to accomplish these goals effectively.

B. <u>Health Status of Inmates</u>

This list of the tem most frequently prescribed conditions (over 80,000 prescriptions dispensed annually) gives a sample of the health status of inmates:

Psychosis

Asthma

Diabetes

Hypertension

• Ulcers/GI

HIV

Depression

Seizures

Detoxification

Infections

C. Staffing

Staffing is inclusive of the following provider types: Physician, Advanced Registered Nurse Practitioner (ARNP), Psychiatrist, Dentist, Dental Assistant, Pharmacist, Pharmacist Assistant, Psychiatric Evaluation Specialist, Nursing Supervisor, Charge Nurse, Public Health Nurse, Registered Nurse, Licensed Practical Nurse, Social Worker, Disease Intervention Specialist, Medical Records staff, and Administrative staff.

D. Care Linkages with Community Health Providers

Due to the short length of stay, Jail Health staff work with community health providers to ensure that care linkages are made for persons with acute, emergent, and specialty care needs.

It is a goal for JHS to practice as an integrated segment of the continuum of health services for this population. It is important that health care for a high-risk population be identified as a pathway to better community health status.

E. <u>Demographics</u>

- The population of the King County Correctional Facilities is 90% male and 10% female.
- The patient population of JHS is 77% male and 23% female.
- About 60% of the patient (and detained) population is in the 18-34 age group; 1.5% is 60 or older.

2-1-8 Description of JHS Healthcare Functions and Services

A. Booking Screening

When a person is booked into jail they are screened by a correctional officer who uses a structured form that solicits information about medical and psychiatric conditions. When a problem is identified the officer then refers the inmate to Jail Health Services RN's who are available 24 hours to evaluate the individual and initiate a plan of care. The care plan may be developed independently or in consultation with a JHS provider. If a person is found to be medically unstable, the RN may defer admission to jail until a thorough evaluation is done at Harborview Medical Center (HMC) or Valley Medical Center (VMC), the JHS referral hospitals.

B. Special Housing

Patients who are identified as having health care needs that dictate special housing while in jail are moved on a priority basis to special locations.. In addition to psychiatric housing, a separate area is designated for medical housing that allows JHS staff easy access to inmates who require frequent monitoring. Another area houses patients with special needs such as diabetes, coagulopathies, need for frequent medications and people with casts, crutches or orthotics.

C. <u>Infirmary</u>

The infirmary is a housing unit at KCCF where 24-hour nursing care is provided to ambulatory inmates with acute, chronic and convalescent health problems, which do not require hospitalization.

D. Access to Health Care

RN's are on staff 24 hours a day at both the Seattle and the Kent facilities. Medical/psychiatric rounds and sick call activities occur at least once a day. Inmates can make written (through the use of a "kite") or verbal requests for care. Correctional officers and classification staff can also refer people for health care when it is appropriate. RNs triage requests and see patients according to a priority system. When the level of care required is beyond that of the RN, the inmate is referred to the clinic to be seen by a medical provider, psych provider, or dentist

The clinic operates most days and evenings in Seattle; and five days per week in Kent. When appropriate, Jail Health medical staff verifies medical information given by patients with their private, community providers. This information is given consideration in the plan of care decided upon by JHS staff. The plan of care while in jail may vary from what has been ordered outside of jail to allow for safe care within the limitations of institution security, and the effects of the environment upon the individual. In the case where an inmate has need for specialized care, the person is transported by DAJD to the appropriate off site provider on an appointment or emergent basis.

E. Pharmacy

Licensed pharmacies in Seattle and Kent provide a system for medication preparation, dispensing services, and quality assurance to JHS patients. Providers prescribe drugs within the parameters of the SKCDPH formulary, and are dispensed by a licensed pharmacist or from floor stock by a licensed provider.

Medications are delivered to inmates according to procedures that allow self-administration (KEEP ON PERSON – KOP) or are delivered to inmates in single doses by nursing staff when drugs have the potential for abuse or special housing restrictions preclude self administration.

F. Special Diets

Special diets are evaluated by the medical staff, and when necessary an order is written.

G. Psychiatry

For those inmates housed on the psychiatric unit, the following services are provided:

- · Systematic mental health screening
- Specialized housing with enhanced observation
- Confidential medical records
- Treatment planning
- Prescription of psychotropic medications
- · Interface with legal system
- Discharge planning

The psychiatric services listed above are provided by a team of psychiatrists, psychiatric advanced registered nurse practitioners, psychiatric evaluation specialists, and nurses. Inmates with mental health issues are housed in one of the following types of housing: acute, sub-acute, psych receiving, sheltered housing, or general population.

Orders are written for civil commitment, competency evaluations, competency restorations, use of restraints, follow-up appointments, housing, release interviews, release medications, and group treatment.

H. Dental Care

Dental screening is offered through the 14 day Health Assessment done by the nurses.. Dental services are limited; they cover urgent and emergent dental care. If the inmate resides in our facilities for a year or longer, additional dental services are required. Emergency care on offhours is provided through the HMC or University of Washington (UW) emergency dental services.

I. OB/GYN and Maternity Services

Women's health services are provided in each jail clinic. Services include: diagnosis of pregnancy, prenatal care, abortion or adoption referrals, family planning and contraception, diagnosis and treatment of sexually transmitted diseases, pap smears, breast exams, hormone replacement therapy, and referrals for domestic violence victims. Jail Health Services does not provide evidence collection in the case of sexual assault. Jail Health Services is one of three sites within the Public Health Department that functions as a satellite clinic of the University of Washington's OB program. Pregnant incarcerated women are seen for both routine and highrisk OB care. Case management services through the MOM's Project, drug and alcohol treatment, and public health nursing services including home visit after release is available to pregnant women though the jail's OB program. Women incarcerated throughout the duration of their pregnancy deliver at the University of Washington Hospital.

J. HIV Services

The Jail Health HIV Program provides HIV/AIDS education for Jail inmates and staff, HIV counseling and testing for high-risk individuals and those legally mandated (court ordered) to receive testing and clinical services for the HIV infected.

Washington State law mandates HIV counseling and testing for persons convicted and sentenced for:

- A Sexual Offense under Chapter 9A.44 RCW
- Prostitution or offenses relating prostitution under Chapter 9A.88 RCW
- Drug offenses under Chapter 69.50 RCW if the offense is associated with the use of hypodermic needles.

In custody defendants will receive HIV counseling and testing at Jail Health or Department of Corrections. They should be given a copy of the information sheet *The Court has Ordered You to Have a Test for the AIDS Virus* by the appropriate court official.

The Jail Health HIV Program Coordinator manages court order originating from Superior Court for both in and out of custody defendants. After HIV counseling and testing has been completed, documentation is sent to the Superior Court Clerks.

If an offender test positive for HIV, there is a mechanism for the Health Department to notify partners, including persons who may have been substantially exposed during crime.

Training in universal precautions (now called standard precautions) for all DAJD and JHS staff is provided annually to comply with OSHA regulations about blood borne pathogens.

K. Services for Inmates with Alcohol and/or Substance Abuse Problems

Of the patient population seen by Jail Health staff, more than half experience problems associated with alcohol and/or substance abuse. The effects of substance abuse contribute to the medical and mental health problems that this population faces and in some cases causes those problems.

There are Alcoholics Anonymous and Narcotics Anonymous meetings that are available.

Alcohol withdrawal is monitored carefully during the 72-hour period of detoxification, but other substance addicts will experience withdrawal, if at the facility long enough, while they are housed in the general population.

L. Forensic Activities

For professional reasons and to comply with the National Commission on Correctional Health Care (NCCHC) the health staff of JHS does not participate in the collection of evidence for any reason. JHS does not provide "expert witness" testimony or psychiatric competency evaluations. Staff can only be compelled to appear via appropriate us of subpoena or other court order.

M. Administration

The JHS Leadership Team provides oversight and leadership for all programs at both sites: administration, service delivery, and quality review.

N. Medical Records/Release of Information

A record of all health encounters for a patient is maintained by JHS. Information from a client's medical record may be released upon written authorization from the client. Records are copied and sent to the authorized recipient within a specified time frame.

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O. Communicable Disease Services

Preventing and treating communicable diseases is another one of the public health services that Jail Health Services provides to inmates.

Tuberculin tests are administered by nursing staff at the point of admission to individuals in the "at-risk" group. Basic health questions in multiple languages have been translated in written form to maximize the opportunity to get accurate health history information for use in the TB surveillance program and their health history.

Access to a variety of languages is available through interpreters and language banks, as is sign interpretation for the hearing impaired.

SECTION II: PART 2 - PROPOSAL EVALUATION AND CONTRACT AWARD

2-2-1 General

Proposals will be evaluated and ranked by the Proposal Evaluation Committee on the basis of the criteria established in this RFP. The Evaluation Committee will evaluate the Proposals submitted in response to the RFP, conduct fact finding, discussions/negotiations, request Best and Final Offers and determine which Proposal is the most advantageous to the County for Contract award. The Evaluation Committee's recommendation is subject to review and approval.

The County reserves the right to request oral interviews, product presentations using Public Health defined scripts, site visits, or any other type of clarification of Proposal information it deems necessary to evaluate Proposals.

2-2-2 Rejection of Proposals

The County reserves the right to reject any and all proposals. Without limiting the generality of the foregoing, and proposal which either:

- A. Is incomplete, obscure, irregular or unrealistic;
- B. Has non-authorized (not initialed) erasures or corrections in the Proposal Offer or any Schedule thereto:
- C. Omits or fails to include any one or more items in the Proposal Offer for which a price is required by the RFP;
- D. Fails to complete the information required by the RFP to be furnished with a Proposal or fails to complete the information required whether the same purports to be completed or not;
- E. A vendor's past performance, financial capabilities, completion schedule and compliance with federal, State and County legislation.

As it is the purpose of the County to obtain a Proposal most suitable to the interests of the County and what it wishes to accomplish, the County has the right to waive any irregularity or insufficiency in any Proposal submitted and to accept the Proposal which is deemed most favorable to the interests of the County.

2-2-3 Changes in Requirements

When, either before or after receipt of Proposals, the County changes, revises, increases, or otherwise modifies its requirements, the County shall publish a written addendum to the RFP. In considering which Proposers to notify of a change, the County will consider the stage in the procurement process at which the change occurs and the magnitude of the change, as follows:

- A. If Proposals are not yet due; the addendum will be sent to all Proposers that have received the RFP.
- B. If the time for receipt of Proposals has passed but Proposals have not been evaluated, the addendum will be sent only to Proposers responding to the RFP.
- C. If the Proposals have been evaluated and classified, only those Proposers in the competitive range.
- D. If a change is so substantial that it warrants substantial revision of the RFP, the County may cancel the original RFP and issue a new one, regardless of the state of the procurement process. The new solicitation will be issued to all Proposers originally solicited and to any Proposers added to the original list.

2-2-4 Proposal Evaluation

The Evaluation Committee will evaluate each Proposal using the criteria set forth in this RFP. If deemed necessary by the Evaluation Committee, written and/or oral discussions may be conducted with those Proposers whose proposals are found to be potentially acceptable. Identified deficiencies, technical requirements, terms and conditions of the RFP, costs or prices, and suspected mistakes may be included among the items for discussion. The discussions are intended to give Proposers a reasonable opportunity to resolve deficiencies, uncertainties and suspected mistakes as requested by the Committee and to make the cost, pricing or technical revisions required by the resulting changes.

2-2-5 Evaluation of Responsiveness and Responsibility

Part of the evaluation process involves a determination of Responsiveness and Responsibility. The County may request that the Proposer provide additional information, explanation and

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documentation to be used in the determination. The requests for information can occur at any point in the evaluation process. The additional information will normally be in the following subject areas:

A. Responsiveness

The County will consider all the material submitted by the Proposer to determine whether the Proposer's offering is in compliance with the terms and conditions set forth in this RFP.

B. Responsibility

- 1. The County will consider all the material submitted by the Proposer, and other evidence it may obtain otherwise, to determine whether the Proposer is capable of and has a history of successfully completing Contracts of this type. This will include requiring the Proposer to provide references from customers who have been provided the same or equivalent Goods or Services. References shall include the names and addresses of the parties to whom such Goods or Services were provided and the name and phone number of contact persons with such parties.
- 2. The following elements will be given consideration by the County in determining whether a Proposer is responsible:
 - a. The ability, capacity and skill of the Proposer to perform the Contract or provide the service required;
 - b. The character, integrity, reputation, judgment and efficiency of the Proposer;
 - c. Whether the Proposer has the financial resources and experience to perform the Contract properly and within the times specified;
 - The quality and timeliness of performance by the Proposer on previous Contracts with the County and with other local governments and state and federal agencies, including, but, not limited to, the relative costs, burdens, time and effort necessarily expended by the County and such governments and agencies in securing satisfactory performance and resolving claims;
 - The previous and existing compliance by the Proposer with laws relating to public Contracts or services, including, but not limited to, Disadvantaged Business Enterprise (DBE) and equal employment opportunity requirements;
 - The history of the Proposer in filing claims and litigation on prior projects involving the County or on other public or private projects; and;
 - g. Such other information as may be secured having a bearing on the decision to award the Contract.
- 3. Proposers shall furnish acceptable evidence of the Proposer's ability to perform, such as Proposer commitments by subcontractors, equipment, supplies and facilities, and the Proposer's ability to obtain the necessary personnel, when requested by the County. Refusal to provide such information when requested will cause the Proposal to be rejected.

C. Financial Resources

Submit proof of adequate financial resources, which would be available to the Proposer for the completion of the Work as required. When requested, the required financial information shall include:

- 1. Audited financial statements such as balance sheets, statements of income, statements of cash flow and stockholders' equity for each of the three most recently completed fiscal years, including notes to financial statements, independent accountants' reports and annual reports to stockholders;
- 2. Documentation of an open line of credit or other arrangement with an established bank under which adequate financing would be available for prosecution and completion of the Work called for hereunder;
- 3. Certification by the principal financial officer of or an independent accountant for the Proposer, stating that the Proposer has adequate financial resources for the prosecution and completion of the Work called for hereunder; and
- 4. The names, addresses and telephone numbers of at least one contact in the company's principal financial or banking organization and its independent auditor.

The Evaluation Committee may find that the Proposer appears fully qualified to perform the Contract or it may require additional information or actions from the Proposer. In the event the Evaluation Committee determines that there are problems of such a nature or magnitude that it is advantageous to the County to bypass the highest scored Proposal, the Evaluation Committee shall evaluate the qualifications of the next ranked Proposer for award of the Contract. A Proposer bypassed for award by the Evaluation Committee team for whatever reason shall have no claim for costs incurred including, but not limited to, presentation costs, Proposal preparation, the cost of providing additional information requested, or modification made either to its Proposal or internal structure or systems of the Proposer or its organization.

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D. Financial Condition

The Proposer shall provide a current copy of its Dun and Bradstreet report if requested by the County.

2-2-6 Scoring and Evaluation Criteria

Proposers shall meet the following minimum qualifications:

- A. Clinical Health Information System, with Correctional Healthcare Industry expertise preferred.
- B. Provide multi-facility longitudinal Electronic Health Record with linkages to other computer systems.
- C. Provide Application Service Provider (ASP) model.

Proposers not meeting the minimum qualifications will not be scored and will be eliminated from the process.

Proposers that meet the minimum qualifications will have their Proposals carry forward to be scored. Proposals shall be scored according to the following methodology:

Description	Weighting	Points
Vendor Profile:	10%	
Corporate Profile & Viability	2.50%	
Customer Base & Reputation	2.50%	
Implementation Team, Training Approach, and On-Going Support	2.50%	
Cost and ROI	2.50%	
Vendor Response to EHR Requirements: Clinical Operations	50%	
Pharmacy and Medication Administration	7.50%	
Intake/Transfer/Release	5.00%	
Problem List	5.00%	
Encounters	5.00%	
Treatment Planning	5.00%	
Clinical Notes and Documentation	5.00%	
Flow Sheets	1.25%	
Orders and Results Reporting	5.00%	
Consents	1. 25%	
Patient Education	1.25%	
Referrals	2.50%	
Admission, Discharge, Transfer	1.25%	
Population Based Clinical Areas	2.50%	
General System Functions	20%	
Technical Architecture	10%	
Vendor Pricing/Cost	10%	
Total	100%	

Additional points will be awarded and taken into consideration for the following functionality:

Public Health Clinical Specialties	10%
Psychiatric	0.00%
Dental	2.50%
Obstetrics	2.50%
Communicable Disease	2.50%
Family Planning	2.50%
Staff Management	10%
Total	20%

Points will be awarded to each EHR Requirement according to the following scheme:

Page 14

EHR SYSTEM REQUIREMENT	CURRENTLY AVAILABLE, fully meets requirement	CURRENTLY AVAILABLE, partially meets requirement	IN DEVELOPMENT, available by July 2005	NOT AVAILABLE	COMMENTS
POINTS AWARDED	2	1	1	0	

Evaluation criteria shall be as outlined in Section 2: Part 3 – Detail System Requirements.

For each System Requirement, Proposers must enter the appropriate points.

When a Proposer **cannot** meet all of the requirements for a specific criteria (a score of 1), the Proposer must identify the deficiency in the corresponding **comments** area.

Proposers must complete the attachments as requested.

For those Vendors that pass the written evaluation noted above, Public Health reserves the right to conduct Proposer product presentations using Public Health defined scripts, and site visits.

Proposals shall be scored according to the following methodology:

Description	Weighting	Points
Proposer's Presentation via Public Health scripts	80%	
Site Visits	20%	
Corporate and Data Center site visit	10.0%	
Client site visit	10.0%	
Total	100%	

A key requirement is to find a vendor that can supply an EHR that complies with the technical requirements and meets most of the functional requirements. We do not expect any vendor's system will satisfy all our requirements, so we are interested in identifying vendors who would be willing to enter into a partnership with us to develop portions of their system that need added functionality to meet our requirements.

D. King County Contracting Opportunities Program

King County Contracting Opportunities Program is a public contracting assistance. The purpose of the King County Contracting Opportunities Program is to maximize the participation of Small Economically Disadvantaged Businesses (SEDB) through the use of rating points in the award of King County competitively bid contracts for the acquisition of technical services. The program is open to all firms that are certified as an SEDB by King County's Business Development and Contract Compliance Office.

A "Small Economically Disadvantaged Business" (SEDB) means that a business and the person or persons who own and control it are in a financial condition, which puts the business at a substantial disadvantage in attempting to compete for public contracts. The relevant financial condition for eligibility under the Program is set at fifty percent (50%) of the Federal Small Business Administration (SBA) small business size standards using the North American Industrial Classification System (NAICS), and an Owners' Personal Net Worth less than \$750K dollars.

A "Certified Firm" means a business that has applied for participation in King County's Contracting Opportunities Program, and has been certified as an SEDB by the King County Business Development and Contract Compliance (BDCC) office. Information about becoming a Certified Firm, as well as a list of Certified Firms, may be obtained by visiting the King County's Contracting Opportunities Program Website address:

http://www.metrokc.gov/exec/bred/bdcc/prog/kccontractopp.htm or contacting the BDCC office at (206) 205-0711.

In the evaluation of proposals, in addition to the criteria stated above, ten percentage points of the written score will be allotted for SEDB participation. King County will count only the participation of SEDBs that are certified by King County at the date and time of proposal submittal. After tabulation of the selection criteria points of all prime submitters, ten percentage points shall be added to the score of all proposals that meet at least one of the two following sub-criterion:

- 1. If the Prime submitter is a SEDB firm that anticipates performing work for the entire contract unassisted and includes the SEDB certification number on page one of this submittal.
- 2. If the Prime submitter is not an SEDB but will use SEDBs for at least 5% of the total contract labor hours in the work to be performed in this contract, and who complete the following table and include it in their proposal submission:

SEDB No.	Contractor Name	Contact Name / Phone	Work to be performed	Percentage of Total Work

SEDB participation shall be counted only for SEDBs performing a commercially useful function according to custom and practice in the industry. A commercially useful function is defined as a specific scope of work for which the SEDB has the management and technical expertise to perform using its own workforce and resources.

2-2-7 Competitive Range

The evaluation of Proposals may result in successive reductions of the number of Proposals that remain in the competitive range. The Proposers remaining in the competitive range may be invited to participate in additional evaluations, interviews, product presentations using Public Health defined scripts, site visits, or any other type of clarification of Proposal information it deems necessary to evaluate Proposals.

The Committee may issue to all remaining potentially acceptable Proposers written requests for additional information. The County reserves the right to make a contract award without written and/or oral discussions.

2-2-8 Cost/Price Analysis

Cost/Price Analysis may be required by the County for the evaluation of proposals, Best and Final Offers, negotiations, Change Orders, Terminations, Revisions to Contract requirements or other circumstances as determined by the Buyer.

2-2-9 Negotiations

The County may enter negotiations with the highest ranked Proposers to finalize Contract terms and conditions. In the event negotiations are not successful, the County may initiate negotiations with the next highest-ranking Proposers, or may elect to reject all Proposals. Negotiation of a Contract will be in conformance with applicable federal, state and local laws, regulations and procedures. The objective of the negotiations will be to reach agreement on all provisions of the proposed Contract.

2-2-10 Contract Award

Contract award, if any, will be made by the County to the responsible Proposer whose Proposal meets the requirements of the RFP and will be the most advantageous to the County with respect to price, quality and other factors as evaluated by the County. The County is not required to award a Contract to the Proposer offering the lowest price. The County shall have no obligations until a Contract is signed between the Proposer and the County.

2-2-11 HIPAA - Protecting Patient Privacy

The work under this Contract will require compliance with "The Health Insurance Portability and Accountability Act of 1996" (HIPAA). Information on this Act can be found at the Office of Civil Rights website: http://www.hhs.gov/ocr/hipaa/.

A. Application Functionality

The selected Proposer shall ensure the Electronic Health Records Management System will, at minimum, comply with all application functionality and specifications.

B. Security

- 1. The application will conform to federally mandated HIPAA privacy and security requirements for medical data by providing password-protected access, auditing of data entry, and encrypted file system storage of encrypted client data.
- 2. The selected Proposer shall provide documentation for strong user authentication, SSL encryption, and digital signatures.

C. Auditing

1. The selected application will establish data audit trail capability, with time stamp in compliance with HIPAA security.

2-2-12 Business Associate Agreement

Regarding compliance with HIPPA, the selected Proposer shall sign a Business Associate Agreement with the County. The Business Associate Agreement is in regards to Protected Health Information, as regards to the Department of Health and Human Services Privacy Regulations, Code of Federal Regulations, ("CFR"), Title 45, Sections 160 and 164, or as required by law. A copy of this form may be obtained by contacting the buyer listed on page 1 of this RFP.

2-2-13 Insurance Requirement

The Proposer to whom the County awards a contract pursuant to this RFP shall file with the County evidence of insurance from insurer(s) satisfactory to the County certifying to the coverage of insurance set forth in this RFP. Such evidence of insurance shall be submitted within seven (7) calendar days of receipt of a request from the County. Failure by the Proposer to submit satisfactory evidence of insurance shall result in rejection of the Proposal.

2-2-14 Execution of Contract

The Proposer to whom the County intends to award the contract shall sign the contract and return it to the County. Upon authorization by the County Executive, or designee, a Contract will be issued.

2-3-1 CLINICAL OPERATIONS

2-3-1.1 INTAKE, TRANSFER, RELEASE

CLINICAL OPERATIONS

INTAKE, TRANSFER, RELEASE

	CURRENTLY AVAILABLE fully meets requirements	CURRENTLY AVAILABLE partially meets requirements	IN DEVELOPMENT available by July 2005	NOT AVAILABLE	COMMENTS
POINTS AWARDED	2	1	1	0	

1. Ability to, in real-time, interface with Department of Adult/Juvenile Detentions (DAJD) system to capture Initial Receiving data.

- a. Ability to enter data directly into the EHR when DAJD interface is unavailable.
- b. Ability to automatically synchronize DAJD and EHR systems when interface becomes available again.
 - 1. When synchronization occurs, notify System Administrator, via priority e-mail, when data discrepancies occur.
 - 2. Produce "report" of data fields in conflict.

2. Assign Medical Record Number (MR#) for first time offenders.

a. Minimum 12 alpha-numeric character patient MR# exclusive of check digit.

3.	Ability	to car	oture.	store.	modify	Initial	Receiving	Assessment	during	intake d	of offender	rs. i	includin	a:
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- a. Patient demographics
- b. Arresting Information
- c. Observations (table driven with ability to select all that apply)
- d. Medical Problems (table driven with ability to select all that apply)
- e. Mental Health (table driven with ability to select all that apply)
- f. Substance Abuse/Alcohol (table driven with ability to select all that apply)
- g. Current Prescription Medications
- h. Medication Allergies (table driven with ability to select all that apply)
- i. Food Allergies (table driven with ability to select all that apply)
- j. Female data (table driven with ability to select all that apply)
- k. Disposition (table driven with ability to select only one)
- 4. Based on positive Initial Receiving Assessment responses, application will automatically trigger events.

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	CLINICAL OPERATIONS INTAKE, TRANSFER, RELEASE	CURRENTLY AVAII	CURRENTLY AVAII partially meets requi	IN DEVELOPME available by July	NOT AVAILABI	COMMENTS
	POINTS AWARDED	2	1	1	0	<u> </u>
á	Ability to interface with Signature system to assure only one medical record number has been assigned to the same individual. Match clients, at a minimum, on: a. Name. b. Date of Birth					
6.	Ability to provide or interface with a symptom-based decision support module for medical triage to assist clinical staff with pathways/guidelines for assessing and responding to presenting symptoms.					
7.	Capacity to capture request for well care visits (well baby, well adult).]
8.	Capacity to interface or link with King County Mental Health system.]
9.	Ability to interface or link with Washington State Child Profile system for immunizations history and tracking.]
0.	Ability to transfer data to and receive data from Public Health Parent Child Health Track system for field based home visits.]
1.	Ability to produce copies of patient history forms or screens for patient self reporting of history in multiple languages.					
	TOTAL POINTS					

2-3-1 CLINICAL OPERATIONS

2-3-1.2 PROBLEM LIST

1.2 TROBLEM FIOT					
CLINICAL OPERATIONS PROBLEM LIST	CURRENTLY AVAILABLE fully meets requirements	CURRENTLY AVAILABLE partially meets requirements	IN DEVELOPMENT available by July 2005	NOT AVAILABLE	COMMENTS
POINTS AWARDED	2	1	1	0	
 System maintains a master file of problems including the following information: a. Problem code (table driven). b. Problem category (table driven). c. Problem description (unlimited free text). d. Multiple associated diagnoses. 					
E. System maintains, at a minimum, the following problems: a. Psychiatric Problems. b. Medical problems c. Nursing Problems. d. Social Problems. e. Family Problems. f. Substance Abuse Problems. g. Housing Problems. h. Dental Problems. i. Miscellaneous Problems.					
a. Active Problem & Date b. Ability to document smoking, alcohol use, drug use c. Ability to track and document allergies and response d. Show problem status for each encounter. e. Ability to document Outcome & Date f. Ability to archive/view problems complete with status history. g. Link problems automatically with orders and results. h. Linked to patient education materials.					
. Allow authorized users to add problems to problem list in following way:			T		

CLINICAL OPERATIONS PROBLEM LIST

_						<u> </u>
	CURRENTLY AVAILABLE fully meets requirements	CURRENTLY AVAILABLE partially meets requirements	IN DEVELOPMENT available by July 2005	NOT AVAILABLE	COMMENTS	
POINTS AWARDED	2	1	1	0		

a.	User designates problem to be entered as active or inactive
	p p

- b. When entering a problem, user selects problem category from user-defined table.
- c. Once category is selected, category and program-specific pick list should appear.
- d. User is prompted to note behavioral manifestations of problem.
- e. User should be able to enter the problem severity.
- f. User indicates whether problem will be addressed by current treatment.
- g. User should be able to update the status or severity of a problem through the progress note or the Treatment Plan.
- 5. Ability to subcategorize problems by status: chronic, acute, recurrent, episodic, special needs.

TOTAL POINTS	

2-3-1 CLINICAL OPERATIONS

2-3-1.3 ENCOUNTERS

CURRENTLY AVAILABLE artially meets requirement CURRENTLY AVAILABLE fully meets requirements IN DEVELOPMENT available by July 2005 NOT AVAILABLE **CLINICAL OPERATIONS** COMMENTS **ENCOUNTERS POINTS AWARDED** 2 0 1. Ability to create and modify Assessments that contain items, both table driven (where applicable) and text that comply with Medical and Mental Health standards. 2. Allow authorized user to determine which relevant items collected at a prior point, either during referral, admission or a prior episode of care, can be continued over to an Assessment. 3. Provide means to track medications ordered from physicians outside of system in format that matches internally ordered medications. 4. Provide the ability to collect comprehensive Clinic Visit (Medical or Dental Diagnostic) information including: a. Provide ICD-9 or 10 and CPT-4 diagnostic code table with ability to de-activate codes and add facility specific codes. b. Provide ability to automatically update ICD and CDT diagnostic codes when new codes are published. c. When old records containing ICD AND CDT diagnoses are viewed or printed, the system must search the ICD-9 version that was in use at the time of diagnosis to retrieve the correct diagnoses. d. When diagnoses are made for client, system must keep track of the version that was in use at the time. e. Provide several methods to code diagnoses for client (e.g. by code, by description, by SoundX). 5. Provide the ability to collect comprehensive Mental Health Diagnostic information including: a. Provide DSM diagnostic code table (Tables for Axis I and Axis II diagnoses for each version of the DSM) with ability to de-activate and add facility specific codes.

- 1. An unlimited number of Axis I, II, III, IV, and V diagnoses.
- 2. Effective dates for each Axis especially to delineate Past Year and Past Month diagnostic coding.
- b. Provide ability to automatically update DSM diagnostic codes when new codes are published.
- c. When old records containing DSM diagnoses are viewed or printed, the system must search the DSM version that was in use at the time of diagnosis to retrieve the correct diagnoses.
- d. When diagnoses are made for client, system must keep track of the version that was in use at the time.
- e. Provide several methods to code DSM diagnoses for client (e.g. by code, by description, by SoundX).
- f. System should allow, but not require, entry of ICD codes for Axis III diagnoses, with option for table driven pick list.
- g. Axis IV and V should be table driven with optional text for Axis V.
- h. System should have "cross-walk" to ICD diagnoses.

CLINICAL OPERATIONS <u>ENCOUNTERS</u>	CURRENTLY AVAILABLE fully meets requirements	CURRENTLY AVAILABLE partially meets requirements	IN DEVELOPMENT available by July 2005	NOT AVAILABLE	COMMENTS
POINTS AWARDED	2	1	1	0	
6. Client Assessments can explicitly be associated to an episode of care.					
7. Client Assessments can implicitly be associated to an episode of care based on assessment date and episode begin/end dates.					
8. Assessments are integrated with the Health Treatment Planning and Notes module.					
 9. Assessment results can automatically recommend a diagnosis. a. System accommodates ICD-9-CM, DSM-IV diagnostic code sets and is committed to ongoing support of future changes to these code sets. b. System will support SNOMED code set if it becomes a community standard. 					
0. Provide Assessment graphing tool to measure results over time.					
1. Provide means to indicate persons or disciplines responsible for assessment and automatically e-mail notice of required assessment to person or office responsible for assessment.					
 2. Provide ability for Assessments to be automatically and flexibly scheduled, to include: a. Assigned to a responsible party b. Frequency 					
c. Scheduled Assessment results in notifying the responsible party via e-mail, tickler list, or other means.					

CLINICAL ODEDATIONS

ENCOUNTERS	CURRENTLY , fully meets re	CURRENTLY , partially meets	IN DEVELC available by	NOT AVA	COMMENTS
POINTS AWARDED	2	1	1	0	
 I. Enable the design and implementation of custom Assessment tools as determined by JHS. Functionality to include the following: a. Upload tool designs from Microsoft Word b. Value pull-down lists c. Radio buttons d. Yes/No check boxes e. Flexible editing logic to verify responses. f. Integration to the user customizable data model to capture the responses. g. Scoring capabilities to build T-scores, percentiles, and other mathematical algorithms against the responses. h. Customizable online help to guide the client in filling out the assessment/survey. i. Logical handling of missing values as specified by the user such as set to zero, treat as null, etc. 14. Provide the ability to print patient educational materials associated with the encounter. 					
5. Provide the ability to display and maintain Medical and Mental Health Assessment information.					
16. Provide the ability to build (ideally supply) JHS specific Assessment templates for example: speech and language; self care; cognitive functioning; abnormal involuntary movements; nursing; educational functioning; psychological; neurological; general physical health; and, rehabilitation readiness.					
17. Capability to print patient education materials in multiple languages.					
18. Ability to maintain a list of all providers actively involved in treating the patient within the last 12 months.					
19. Ability to link together with each problem the internal encounters where this problem was addressed, diagnostic tests ordered, external referrals ordered and status of referrals.					

CLINICAL OPERATIONS ENCOUNTERS

20. Ability to provide screening tools and clinical risk assessment calculators for:

- a. Cardiac Events
- b. Osteoparesis Fractures
- c. Substance Abuse
- d. Depression
- e. Anxiety f. Geriatric Screening
- g. Mini Mental Status
- h. Others

TOTAL POINTS

					1 age 2
	CURRENTLY AVAILABLE fully meets requirements	CURRENTLY AVAILABLE partially meets requirements	IN DEVELOPMENT available by July 2005	NOT AVAILABLE	COMMENTS
POINTS AWARDED	2	1	1	0	

2-3-1 CLINICAL OPERATIONS

2-3-1.4 TREATMENT PLANNING

	CLINICAL OPERATIONS TREATMENT PLANNING	CURRENTLY AVAILABLE fully meets requirements	CURRENTLY AVAILABLE partially meets requirements	IN DEVELOPMENT available by July 2005	NOT AVAILABLE	COMMENTS
	POINTS AWARDED	2	1	1	0	
а	System maintains a Multidisciplinary Treatment Plan Library with distinct sections that can be modified independently by authorized users. The system allows for the creation, alteration or update of all standard treatment plans at anytime. (Permanent changes performed only by authorized users). Treatment Plan standards individualized by system of care, program, team, or individual clinician.					
	System can incorporate treatment plan standards individualized by system of care, program, team, or ividual clinician.					
3.	Based on the Provider Type, the preferred treatment plan library is presented to them.					
4.	Selection of treatment plans is integrated with diagnosis.					
5.	Create individual client treatment plan from the selected library.					
6.	Provide mechanism for assigning responsibility for Treatment Plan section to specific staff or disciplines.					
7.	Provide mechanism for assigning responsibility to update specific section of treatment plan.					
8.	System keeps track of who is responsible for completing or updating which section of Treatment Plan and indicates date of completion or update.					

CLINICAL OPERATIONS

TREATMENT PLANNING

				1 490 -
CURRENTLY AVAILABLE fully meets requirements	CURRENTLY AVAILABLE partially meets requirements	IN DEVELOPMENT available by July 2005	NOT AVAILABLE	COMMENTS
2	1	1	0	

9. When Treatment Plan elements are also gathered automatically from other modules of the system (e.g., assessments, progress notes from previous episode, medications), data are shared with Treatment Plan and vice versa.

POINTS AWARDED

10. System automatically notifies user when Treatment Plans requires review, as specified by JHS.

11.	Treatment Plan must in	clude the following	a elements for v	iewina, printina,	adding, or	updating:
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- a. Treatment team disciplines (I.e. team members).
- b. Five Axis DSM Diagnosis.
- c. I CD-9 Standard Medical Diagnosis
- d. Summary sections of all assessments gathered in Assessment Section.
- e. Client Problems
- f. Behavioral manifestations of problem.
- g. Problem status
- h. Problem treatment status
- i. Goals associated with each active problem.
- j. Measurable objectives associated with each goal.
- k. Treatment modalities/ interventions
- I. Current Medications.
- m. Inmate participation in treatment planning process.
- n. Inmate and/or family agreement with Treatment Plan.
- o. Discharge criteria related to inmate problems.
- p. Date of next scheduled review of Treatment Plan as determined by the user.
- q. Functional strengths.
- r. Barriers to treatment.
- s. Motivation for treatment.
- t. Contraindicated procedures.
- u. Necessity of continued stay.
- v. Continuing care plan.
- w. Discharge Plan (Table driven and unlimited free text).
- c. Post discharge modalities associated with each level of care or program identified in Discharge Plan.
- y. Date of 1st scheduled appointment.
- z. Client's agreement to be contacted for follow-up (Y/N).
- aa. Referrals including: Dental, WIC, Immunizations

12. System maintains a JHS defined table of offered intervent	ions.
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CLINICAL OPERATIONS TREATMENT PLANNING	CURRENTLY AVAILABLE fully meets requirements	CURRENTLY AVAILABLE partially meets requirement	IN DEVELOPMENT available by July 2005	NOT AVAILABLE	COMMENTS
POINTS AWARDED	2	1	1	0	
 I3. System maintains, for each offered intervention, by program, the following: a. Associated CPT code c. Associated charge d. Approximate cost e. Contracted cost f. Actual cost g. Associated note types (Multiple, related to table of notes) h. Intervention type i. RVU's I4. Identified interventions results in the forwarding of the intervention to the identified responsible party in one or more of the following ways: A. Via e-mail alert 					
 b. Assignment of the intervention on a system provided user "work list" with automatic update based on inmate housing location. c. Forwarding to the appointment scheduling module. d. Color coded annotations in the treatment plan highlighting scheduled interventions with automatic updates based on patient location. 15. Display and print on demand updated treatment plan. 16. Coordination interventions and their planning between independent systems of care and Departments. 					
TOTAL POINTS			1		

2-3-1 CLINICAL OPERATIONS

2-3-1.5 CLINICAL NOTES & DOCUMENTATION

CLINICAL OPERATIONS

CLINICAL NOTES & DOCUMENTATION

CURRENTLY AVAILABLE fully meets requirements	CURRENTLY AVAILABLE partially meets requirements	IN DEVELOPMENT available by July 2005	NOT AVAILABLE	COMMENTS
2	1	1	0	

1. System maintains different note categories, including:

- a. Summary Notes which document a particular area of client functioning or summarize response to different discipline-specific treatment efforts.
- b. Order-Related Notes that correspond to particular types of orders and are automatically generated by such orders.
- c. Incident Notes which document the occurrence of particular incidents.
- d. Progress Note documentation is driven by the encounter so each treatment plan goal and intervention has associated progress notes.
- e. System allows each type of service note to be associated with an intervention from the Table of Interventions.

2. System maintains Summary Notes including, at a minimum, the following:

- a. Progress Notes including:
 - 1. Selection of problems, goals or objectives being addressed by note
 - 2. Severity ratings of selected active problems
 - 3. Shift Notes
 - 4. Discharge Planning Note
- 5. Treatment Plan Review Conference Note
- b. Team Conference Note including:
 - 1. Participants in conference (Table driven)
 - 2. Automatic mailing of note to participants for electronic signature

3. System maintains Order-Related Notes including, at a minimum, the following:

- a. Admission Note
- b. Discharge Note
- c. Change in Status Note
- d. Medication Change Note

4. System maintains Incident Notes including, at a minimum, the following:

- a. Aggression Control Note
- b. Seclusion and Restraint Note
- c. Special Precautions Note/ 15 minute checks.
- d. Suicidal ideation/behavior Note
- e. Allergic Reaction Note
- f. Activity Restriction Note
- g. PRN administration Note
- h. Communication Restriction/ gang affiliation
- i. Note of Treatment Refusal
- j. Report of Code Called
- k. Medication Side Effect Note
- I. Client Complaint Note

POINTS AWARDED

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CLINICAL OPERATIONS

CLINICAL NOTES & DOCUMENTATION

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	CURRENTLY AVAILABLE fully meets requirements	CURRENTLY AVAILABLE partially meets requirements	IN DEVELOPMENT available by July 2005	NOT AVAILABLE	COMMENTS
POINTS AWARDED	2	1	1	0	
TOINTO AWARDED		•	•		
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e.g., today,					

m. Report of client I

n. Emergency Room Transfer Note

5. System provides the capability to capture other types of Notes:

- a. Ability to enter office visit notes
- b. Ability to document demographics/family history, risk factors
- c. Ability to write History and Physical/assessment notes
- d. Ability to write or enter Medication List
- e. Ability to build a Problem List
- f. Ability to document smoking, alcohol use, drug use
- g. Ability to track and document allergies and response
- h. Ability to enter/record vital signs
- i. Ability to document risk factors
- j. Ability to enter or accept multiple note types: Radiology, Lab, etc.
- k. Ability to import notes from referral (as defined by Access Control) or allow entry of notes by referral provider
- I. Ability to import notes from hospital (inpatient) record
- m. Ability to capture social history

6. Ability for disciplines to enter, correct, authenticate notes.

- a. Ability to correct notes prior to authentication
- b. Ability to discard a note, with system warning, prior to authentication.
- c. Ability to authenticate (electronic signature) notes.
- d. Provides ability to add co-signature if needed.
- e. Linked to Clinical Decision Support (CDS) system and Controlled Medical Vocabulary (CMV) to provide alert if co-signature required
- f. Ability to date/time stamp notes

7. Ability for disciplines to append authenticated notes.

- a. Original documentation
- b. Date and time of change
- c. Responsible party (names)
- d. Corrected documentation
- e. System records a flag displaying that a correction exists.
- 8. The system allows for specific views (i.e. role based displays) via a person's sign on code.
- 9. Print on demand documentation for an individual client over a user-specified time period (e.g., today, week, and month).

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CLINICAL NOTES & DOCUMENTATION

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	CURRENTLY AVAILABLE fully meets requirements	CURRENTLY AVAILABLE partially meets requirements	IN DEVELOPMENT available by July 2005	NOT AVAILABLE	COMMENTS	
POINTS AWARDED	2	1	1	0		

10.	Ability to	provide l	language to	satisfy	Medicare re	equirements fo	r precepti	ina medical	students/residents

Example: :"I have personally interviewed, examined and discussed this patient's care with (name of student/resident)."

- a. Washington State Labor & Industries encounter formb. WA State DSHS Medical Assessment form
- c. SSI medical forms
- d. Handicap license/Bus fare reduction medical request forms, etc.

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2-3-1 CLINICAL OPERATIONS

2-3-1.6 FLOW SHEETS

CLINICAL OPERATIONS

FLOW SHEETS

POINTS AWARDED

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- 1. Ability to display Flow Sheet data that contain items, both table driven (where applicable) and text that comply with Medical and Mental Health standards. Examples are:
 - a. HIV Flow Sheet
- b. DIABETIC MONITORING Flow Sheet
- c. HYPERTENSIVE MONITORING Flow Sheet
- d. SEIZURE DISORDER CHRONIC CARE Flow Sheet
- e. ASTHMA/COPD MONITORING Flow Sheet
- f. COUMADIN Flow Sheet
- g. NEURO Flow Sheet
- h. DIABETES EVALUATION Flow Sheet
- i. Immunization Records
- j. Child Growth Charts
- k. Dental
- I. Maternal Support Services
- m. WI
- n. Health Maintenance

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	TOTAL POINTS
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2-3-1 CLINICAL OPERATIONS

these sets/panels.

2-3-1.7 ORDERS & RESULTS REPORTING

CURRENTLY AVAILABLE IN DEVELOPMENT available by July 2005 NOT AVAILABLE **CLINICAL OPERATIONS** COMMENTS **ORDERS & RESULTS REPORTING POINTS AWARDED** 1 0 **ENTRY of ORDERS:** 1. Provide a clinically oriented multidisciplinary order entry tool that streamlines the order entry process with the treatment plan. 2. Identify physician/provider initiating order, staff entering order, date, and time. If the name of the individual entering the order and/or date and time are not put in at time of order entry, the system should automatically do so. 3. Ability to enter Orders On-Line and Display or Send Real-time to All Departments. 4. Allow selection of orders by service and sub-service (e.g., Administration, Intervention, Laboratory, Pharmacy, and Radiology). 5. Provide a menu display of orders and order panels. 6. Provide a system of mnemonics for test ordering.

7. Provide user-defined order sets and order panels with easy support for additions and deletions from

	CLINICAL OPERATIONS ORDERS & RESULTS REPORTING	CURRENTLY AVAILABLE fully meets requirements	CURRENTLY AVAILABLE partially meets requirements	IN DEVELOPMENT available by July 2005		COMMENTS
	POINTS AWARDED	2	1	1	0]
8.	TRY of ORDERS: Provide selection of orders via: a. Alpha listing b. Procedure codes c. High-frequency menu listing					
2 0 0	Enable user to enter order priority to include: a. Routine b. STAT c. ASAP d. Today c. Timed c. Discharge					
10.	Allow authorized users to change Status including entering information on: a. New status b. Justification for status change					
11.	Allow user to designate start time and stop time for all timed and continuing orders. Authorized users must be able to override stop time for designated orders.					
12.	Provide ability for order to be marked as "expected to be renewed", with prompts to clinician to renew order at appropriate time.					
13.	System has ability to "know" that orders expected to be renewed, which are associated with long acting medications given once a month, should appear as medications that the inmate is "on", even between orders.					
14.	Provide inmate schedules and department work lists based on orders placed.					
15.	Allow entering of free text comments with order.					
16.	Provide step-by-step ("Help") guide for Order Entry activities, returning the cursor to the place on the Order Entry screen at which the user left off.					

CLINICAL OPERATIONS

ORDERS & RESULTS REPORTING

CURRENTLY AVAILABLE fully meets requirements	CURRENTLY AVAILABLE partially meets requirements	IN DEVELOPMENT available by July 2005	NOT AVAILABLE	COMMENTS
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	POINTS AWARDED	2	1	1	0	
<u>EN</u>	TRY of ORDERS:					
17.	Display possible conflict of current order with previously entered orders including drug incompatibilities, based on user-specified criteria.					
18.	Allow authorized individuals to override order conflicts, and maintain audit trail of these events.					
	System automatically identifies and notifies user online of: a. Apparent duplicate orders.					
	b. Improper order in scheduling sequential interventions.					
20	Upon attestation of medication order, create Medication Adjustment Note which indicates the order					
20.	information and includes the reason for the medication change.					
21.	When a medication is ordered that requires either one-time or ongoing associated blood work, the					
	system should prompt users to automatically write the necessary orders and make the necessary appointments.					
22.	Indicate verification status of each order including when order was countersigned per provider policy.					
23.	Provide system acknowledgment of acceptance of order.					
24.	Enable user to communicate routine, standing, and selective prior orders on day of client is booked					
	into custody.					

	CLINICAL OPERATIONS ORDERS & RESULTS REPORTING	CURRENTLY AVAILABLE fully meets requirements	CURRENTLY AVAILABLE partially meets requirements	IN DEVELOPMENT available by July 2005	NOT AVAILABLE	COMMENTS
	POINTS AWARDED	D 2	1	1	0	
ENTRY of ORE 25. Allow user t	ERS: o bypass menus when entering orders and directly key in desired order information.					
	online narrative description of the use of each test, procedure, or intervention as well as any licies and protocols affecting the ordering to assist the clinician when entering the order tem.	<i>'</i>				
27. Identify and becoming a	report specific procedures in the procedure master file which require verification prior to ctive.					
28. Allow sensi	tive orderable items to be flagged as confidential.					
29. Permit inqu report, or fi	ry into the exact status of all orders, by inmate (e.g., ordered, verified, canceled, preliminary nal report).	/				
30. Ability to en	try prescription refill authorizations.					
31. Ability to ge	nerate work or school notes.					
32. Ability to ca	pture data and link with Dynacare/Labcorp system for lab orders.					
	TOTAL POINTS					

2-3-1 CLINICAL OPERATIONS

2-3-1.7 ORDERS & RESULTS REPORTING

CLINICAL OPERATIONS

ORDERS & RESULTS REPORTING

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	POINTS AWARDED	2	1	1	0	
Ð	ITING of ORDERS:					
1.	Provide automatic edit of all orders for necessary data which must be included at time of entry (e.g., route, dosage, assessment, interactions based on CDS, treatment plan).					
2.	Display message identifying missing data in the order.					
3.	Display of alert if order varies from guidelines and rules and/or presents safety issue.					
4.	Ability to flag duplicate or conflicting orders.					
5.	Provide order correction mechanism without requiring cancellation and re-entering of entire order, automatically recording date, time, and person entering correction.					
6.	Permit only authorized personnel to cancel orders and automatically notify ancillary area of cancellation.					
7.	Allow for backdating of order times and dates if system has been unavailable. Maintain actual date and time when orders are entered.					
8.	Require inmate identification in order (to avoid processing of order for inmate who is not in system).					

CLINICAL OPERATIONS

ORDERS & RESULTS REPORTING

9. Allow multiple methods of order entry:

- a. Text entry allowed
- b. Keyboard entry allowed
- c. Entry through handheld device allowedd. Entry through voice recognition allowed (See Question #9, Appendix A)

TOTAL POINT

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CURRENTLY AVAILABLE fully meets requirements	CURRENTLY AVAILABLE partially meets requirements	IN DEVELOPMENT available by July 2005	NOT AVAILABLE	COMMENTS
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POINTS AWARDED

2-3-1 CLINICAL OPERATIONS

2-3-1.7 ORDERS & RESULTS REPORTING

CLINICAL OPERATIONS

ORDERS & RESULTS REPORTING

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POINTS AWARDED

VERIFICATION of ORDERS:

- 1. Prompt user for verification, including the following:
 - a. Completeness, such that all elements are included in order (e.g., route of administration, dose, time, frequency, and special instructions).
 - b. Nurse or presumed ancillary personnel collection.
 - c. Identification such that inmate with same or similar names are accounted for in the system.
 - d. Provide for dual verification by authorized personnel (e.g., physician/provider, pharmacist, etc).
 - e. Authentication and electronic signature for order.
- f. Ability to authenticate and allow electronic co-signature if needed.
- g. If co-signature required, linked to CDS and alert provided.
- h. Date/time stamp for order.
- 2. Ability to limit use of abbreviations to those on a list approved by Public Health.

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2-3-1 CLINICAL OPERATIONS

2-3-1.7 ORDERS & RESULTS REPORTING

CLINICAL OPERATIONS

ORDERS & RESULTS REPORTING

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	POINTS AWARDED	2	1	1	0	
R	ANSMITTAL of ORDERS:					
1.	Orders tracked through processing (e.g. know when Pharmacy receives order and when it has filled Rx).					
2.	Completion of order documented.					
3.	Alert or message generated if order is not followed through to completion (e.g. patient does not receive/pick-up Rx).					
4.	Order processing is based on efficient workflow (e.g. tasks sent to appropriate persons and all departments involved in completing the order).					
5.	Provides ability to trigger medical necessity criteria.					
6.	Prompt is given for a diagnostic code when order is entered.					
i (Interfaces with business/financial accounting modules. Provides ability to charge items individually or in batches. Ability to display total cost of items when ordered (e.g. test, medication, procedure). Ability to display "out of pocket" cost of items when ordered to provider and patient (See also Referral and Benefits Authorization). Ability provided for "no charge" items, such as test reruns or Rx fill repeat due to lab/radiology/pharmacy error. Ability to create Charge Master File with description and accompanying prices.					

CLINICAL OPERATIONS

ORDERS & RESULTS REPORTING

POINTS AWARDED 2 TRANSMITTAL of ORDERS: 8. Interfaces with LAB (DynaCare or LabCorps), Pharmacy (FSI), Radiology (Harborview) systems. 9. Capability to "explode" orders, generating multiple orders from one request to all appropriate responsible parties. 10. Capability to "explode" cancellations to appropriate providers when original order is canceled. 11. Provide option of visual or auditory alarm which requires a response on receipt of STAT, ASAP, timed orders, or special instructions. 12. Provide information online on status of a specific order being processed. 13. Flag canceled or held orders with a visual or audible alarm. If order is not canceled at the provider location, also notify the provider. 14. Flag any changed order with a visual or audible alarm in the ancillary area. 15. Retain record of order cancellation to identify who ordered the cancellation and when it was issued.

16. Provide an audit trail of:

a. Date and time an order was entered

CL	IN	IC	AL	OP	ER	ATI	IONS
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ORDERS & RESULTS REPORTING

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POINTS AWARDED	2	1	1	0	
TRANSMITTAL of ORDERS: b. Date and time an order was received c. Time completed d. By whom completed e. The responsible party completing the order					_
17. Display and print on demand an accumulated list of orders for a client for a designated time period.					
18. Ability to automatically print requisitions and labels in area of required service upon order entry for today's tests and on appropriate day for future orders.					
19. Ability to automatically override print requisitions and labels into the area where the order was placed in the system instead of the client's registered location.					
20. Flag STAT, ASAP, timed orders, or special instructions when the requisition prints.					
21. Ability to flag or add prompts to follow-up and close: a. Dental b. Radiology c. WBCHP d. LAB e. Specialists					T



2-3-1 CLINICAL OPERATIONS

2-3-1.7 ORDERS & RESULTS REPORTING

CLINICAL OPERATIONS

ORDERS & RESULTS REPORTING

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POINTS AWARDED	2 1	1	0	
SCHEDULING of ORDERS:				
1. Allow scheduling of one-time and continuing orders.				
 Allow scheduling of a test (procedure) when ordering. Notify provider (where test is scheduled) so time and date may be verified. Provide automatic feedback of verification to ordering area. 				
3. Provide automatic scheduling of tests requiring more than one session for completion.				
4. Provide authorized individuals with ability to override scheduling constraints.				
TOTAL POINTS				

2-3-1 CLINICAL OPERATIONS

2-3-1.7 ORDERS & RESULTS REPORTING

CLINICAL OPERATIONS

ORDERS & RESULTS REPORTING

	CURRENTLY AVAILABLE fully meets requirements	CURRENTLY AVAILABLE partially meets requirements	IN DEVELOPMENT available by July 2005	NOT AVAILABLE	COMMENTS
POINTS AWARDED	2	1	1	0	

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CA	NCELLATION, RENEWAL, DISCONTINUANCE of ORDERS		•
1.	Allow online update, cancellation, renewal, reschedule, and discontinuation of order/test. If order/test are canceled in error, there is a simplified way to reinstate them.		
2.	Automatically notify appropriate provider(s) online and optionally in print of change(s) in order.		
	Notify physician/provider online and optionally in print of need for renewal before expiration of continuing order(s) per provider criteria, including: a. Name of patient		
-	o. Client ID number c. Name of service		
	d. Beginning date and time of order		_
4.	Provide for automatic cancellation of orders upon discharge, release, or death of an inmate.		

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2-3-1 CLINICAL OPERATIONS

2-3-1.7 ORDERS & RESULTS REPORTING

CURRENTLY AVAILABLE artially meets requirement NOT AVAILABLE **CLINICAL OPERATIONS** COMMENTS **ORDERS & RESULTS REPORTING POINTS AWARDED** 2 0 **DISPLAY of ORDERS:** 1. Clearly displayed (and printed, if needed) documentation of order. 2. Allows multiple views of orders: a. Allows view of all active and/or discontinued orders. b. Allows view of orders attached to a particular problem. c. Allows historical view of orders by inmate. d. Allows view of orders by date. e. Allows view of orders by provider. 3. Can be customized to meet JHS needs: a. Commonly ordered tests can be added. b. Commonly ordered medications can be added (per JHS formulary). c. Medications and procedures not per JHS formulary or protocol can be removed from orders view. d. Commonly ordered tests/medications can be organized per specialty (e.g. protocols). 4. Order search ability by: a. Patient Name b. Patient/Medical Record Number c. Provider d. Location e. Diagnostic Codes and Names Procedure Codes and Names 5. Ability to generate outbound message to other systems when/where needed. 6. Ability to perform multiple passes (attempts) for outbound message if acknowledgement not received.

CLINICAL OPERATIONS

ORDERS & RESULTS REPORTING

7. Ability to Lock Out Ordering (e.g. ARNP not able to order medications for himself).

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	CURRENTLY AVAILABLE fully meets requirements	CURRENTLY AVAILABLE partially meets requirements	IN DEVELOPMENT available by July 2005	NOT AVAILABLE	COMMENTS
POINTS AWARDED	2	1	1	0	

2-3-1 CLINICAL OPERATIONS

2-3-1.7 ORDERS & RESULTS REPORTING

CLINICAL OPERATIONS

ORDERS & RESULTS REPORTING

RETRIEVAL of ORDER

1. Display and/or print multiple views of orders.		

- 2. Display and/or print list of orders received, completed, canceled, postponed, held, or unreported, in chronological sequence by provider.
- 3. Display and/or print on demand status of order (e.g., routine, ASAP, STAT, scheduled including start time and intervals).
- 4. Display and/or print on demand orders for clients in the following manner:
 - a. All orders for the current episode of care
- b. Outstanding orders
- c. Unverified orders
- d. Orders for last 24 hours

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2-3-1 CLINICAL OPERATIONS

2-3-1.7 ORDERS & RESULTS REPORTING

CLINICAL OPERATIONS

ORDERS & RESULTS REPORTING

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POINTS AWARDED

RESULTS DISPLAY/REPORTING

1. Ability to Display Results from All Departments (i.e. RAD, LAB, Rx, etc.).		
Ability to Import all Results not Displayed within Application. Note: will require interfaces with MLAB system for Public Health laboratory and Dynacare/Labcorps system for contracted lab results.		
3. Clearly displayed (and printed, if needed) results. a. Results (at least summary results or most current results) available on one page.		

4. Allows multiple views of results:

- a. Ability to drill down into results for more detail
- b. Longitudinal display of results available with normals/abnormals noted
- c. Graphical display of results and/or response trended over time (e.g. Coumadin charted against INR and Pro-Time)
- d. Allows view of orders attached to a particular problem.
- e. Allows historical view of orders by patient.
- f. Allows view of orders by date.
- g. Allows view of orders by provider.
- h. Allows display by test result/result type (e.g. normal, abnormal).
- i. Allows import of scanned results.
- j. Allows display of digital images (e.g. radiograph) or video (e.g. ultrasound).
- k. Allows display of results to patient as defined by patient.
- 5. Clearly displayed origin for results (where they came from).

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ORDERS & RESULTS REPORTING	CURRENTI CURRENTI Dartially mee IN DEVI available NOT A
POINTS AWARDS	
RESULTS DISPLAY/REPORTING	
6. Date/time stamp for results.	
7. Results display can be configured by role, by specialty, by location, by date - down to individual level - e.g backup provider can be designated to receive if primary out of office or first/second sequence can be defined.	g
8. Results outside of normal values are noted through alerts (linked to CDS and CMV).	
9. Results not viewed or associated with an action can result in an alert.	
10. Ability to search results by: a. Patient Name b. Medical Record Number	
c. Provider d. Location e. Diagnostic Codes (Problem)	
f. Procedure Codes	
g. Date	1
11. Ability to display interface data as needed (e.g. from other systems).	
12. Action taken when viewing result followed – ability to link action to result by provider, patient, date, etc.	

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ORDERS & RESULTS REPORTING

RESULTS DISPLAY/REPORTING

- 13. Follow-up available for documentation.
- 14. For test results, ability to display range of results in addition to normal/abnormal.

	CURRENTLY AVAILABLE fully meets requirements	CURRENTLY AVAILABLE partially meets requirements	IN DEVELOPMENT available by July 2005	NOT AVAILABLE	COMMENTS
POINTS AWARDED	2	1	1	0	

2-3-1 CLINICAL OPERATIONS

2-3-1.8 CONSENTS

CURRENTLY AVAILABLE artially meets requiremen **COMMENTS** NOT AVAILABLE **CLINICAL OPERATIONS** CONSENTS, RELEASE of INFORMATION REQUESTS, REFUSALS **POINTS AWARDED** 2 1. Ability to design and implement Consents, Release of Information Requests, Requests for Information, Health Treatment Refusals, Letters, and other forms as determined by JHS. Functionality to include the following: a. Designed using Microsoft Word functionality. b. Ability to insert data from Patient Medical Record. c. Ability to automatically trigger the completion of a specific electronic form based on a clinical event (e.g. intake, encounter, etc.). d. Ability to complete any electronic form on-demand for a specific patient. e. Ability to (re)display or (re)print patient specific form on-demand from within the EHR. Secure form revision handling (i.e. unable to modify form once produced) 2. Ability to enter multiple electronic signatures via a variety of secure methods. a. Ability to authenticate and allow electronic signatures, co-signatures. b. Provide for dual verification by authorized personnel (e.g., physician/provider, pharmacist, etc). 3. Ability to capture/print Authorization For ROI And Disclosure Of Protected Health Information, including: a. Language and formatting comply with HIPAA requirements 4. Ability to capture/print Immunizations Screening Questions, including: a. Immunization consent forms or import forms from Public Health SKIIS system. b. Family Planning procedure consent form. c. Medicare ABN/Waivers d. Take Charge program waivers. 5. Ability to capture/print Health Memo to Inmates, including: a. Scheduled substances/Narcotic contract. b. Behavior contract. c. Consent to participate in a study.

TOTAL POINTS

SECTION II: PART 4 – DETAIL SYSTEM REQUIREMENTS

2-3-1 CLINICAL OPERATIONS

2-3-1.9 PATIENT EDUCATION

CLINICAL OPERATIONS

PATIENT EDUCATION

	CURRENTLY AVAILABLE fully meets requirements	CURRENTLY AVAILABLE partially meets requirements	IN DEVELOPMENT available by July 2005	NOT AVAILABLE	COMMENTS
POINTS AWARDED	2	1	1	0	

1. Ability to design and implement Patient Education material (text and pictures) as determined by JHS. Functionality to include the following:

- a. Designed using Microsoft Word or other off-the-shelf software products.b. Ability to (re)display or (re)print patient specific material on demand from within the EHR.
- c. Secure form revision handling (i.e. unable to modify material once in production).
- 2. Incorporates (i.e. ability to import educational materials from other sources) a library of educational material using industry standard technology.

2-3-1 CLINICAL OPERATIONS

2-3-1.10 REFERRALS

CLINICAL OPERATIONS

REFERRALS

,					
	CURRENTLY AVAILABLE fully meets requirements	CURRENTLY AVAILABLE partially meets requirements	IN DEVELOPMENT available by July 2005	NOT AVAILABLE	COMMENTS
POINTS AWARDED	2	1	1	0	

1. Ability to capture JHS internal program referrals, including:

- a. Automatically generate JHS inter-facility referrals based on positive screening responses, including:
 - 1. Ability to automatically refer an inmate to PSYCH based on a positive Mental Health Screening response.
 - 2. Ability to automatically refer a pregnant inmate to OBSTETRICS based on a positive response to Prenatal Screening.
- b. Ability to send referral note on-line.
- c. Track status of referral (e.g. sent, received, under review, accepted, denied, etc.) and trigger alert when not responded to within predetermined time limits.
- d. Ability to provide multiple referral paths.
 - 1. Inter-Facility (e.g. to/from Infirmary, Psych.)
- e. Provide for referral approval/denial.
- f. Ability to co-sign referral using electronic signature and authentication capability.
- g. Provide for capability to configure so certain referrals do not require pre-approval (as defined by JHS).
- h. Ability to view referrals provided to patient authorized by role based security.
- i. Ability to track, log, and view referrals.

2. Ability to capture external referrals, including:

- a. Ability to enter Referral (and Benefits Authorization).
- b. Ability to send referral note on-line.
- c. Ability to include clinical data, results, and notes as well as a summary with the referral note.
- d. Track status of referral (e.g., sent, received, under review, accepted, denied, etc.) and trigger alert when not responded to within predetermined time limits.
- e. Ability to provide multiple referral paths, including:
 - Hospitalization/inpatient stay
 - 2. Outpatient Ancillary Services (Harborview Radiology)
- f. Provide for capability for referral approval/denial.
- g. Electronic signature and authentication capability.
- h. Ability to co-sign referral using electronic signature and authentication capability.
- i. Provide for capability to configure so certain referrals do not require pre-approval (as defined by JHS).
- j. Ability to view referrals provided to patient authorized by role based security.

3.	Ability to support	WA State standardize	d referral format (CHITA)).
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4. Ability to close a referral under the following conditions:

CLINICAL OPERATIONS <u>REFERRALS</u>

				19
CURRENTLY AVAILABLE fully meets requirements	CURRENTLY AVAILABLE partially meets requirements	IN DEVELOPMENT available by July 2005	NOT AVAILABLE	COMMENTS
2	1	1	Λ.	

a. When a report is received from the specialist.

b. When the referral authorization is denied.c. When the patient does not appear for the referral appointment.d. When the patient declines to accept the referral.	
5. Ability to capture and access payor lists of referrals requiring prior authorization.	
6. Ability to create trend reports for reasons for referrals, referrals by providers, reasons for denials, etc.	
7. Ability to capture data on referrals to Public Health programs from other Public Health programs or from other entities and to track the status and disposition of these referrals to closure.	
8. Ability to capture data and track referral status for Child and Adult Protective Services referrals.	
TOTAL DOINTO	
TOTAL POINTS	

2-3-1 CLINICAL OPERATIONS

2-3-1.11 ADMISSION, DISCHARGE, TRANSFER, REVERSAL

CLINICAL OPERATIONS

ADMISSION, DISCHARGE, TRANSFER, REVERSAL

•	CURRENTLY AVAILABLE fully meets requirements	CURRENTLY AVAILABLE partially meets requirements	IN DEVELOPMENT available by July 2005	NOT AVAILABLE	COMMENTS
)	2	1	1	0	

POINTS AWARDED

ADMISSION:

1. Ability to capture, store, modify Admission information, including:

- a. Allows authorized users to archive and retrieve inactive patients.
- b. When a previously discharged patient is re-admitted, automatically list the name of the Primary clinician of record upon discharge during that previous stay, and patient location at the time of discharge.
- c. Allow user to enter the name of a Primary clinician and two Associates, onto the Admission screen at the point of admission or at a later time or date.
- d. Allow user to change the Primary clinician designation throughout the patient stay.
- e. Allow user to assign patient to Complex Management List.

DISCHARGE:

1. Ability to capture, store, modify Discharge information, including:

- a. When an inmate is released from custody, the release generates an automatic predefined discharge summary and "cancels" all outstanding orders, treatments, appointments, medications, and notifies appropriate clinicians of discharge.
- b. Upon discharge from a program or service (e.g.. Infirmary), allow user to indicate discharge status, date, "to location", and alert Offender Management System of disposition.
- c. Upon discharge from an Outpatient Stay (Hospital), allow user to capture discharge status, date, "to location", and alert Offender Management System of disposition.
- d. Upon discharge allow user capture the following:
 - Mental status/level (Table driven)
 - 2. Condition at last visit (Table driven)
 - 3. Disposition of case (Table driven)
 - 4. Discharge DSM diagnoses and ICD-9 Medical diagnoses
 - 5. Discharge Plan
 - 6. Date of discharge
 - 7. Time of discharge
- e. If any data (from above item) had previously been collected during episode, it should be retrieved when discharge screen is activated.
- f. System allows development and entry of an After Care Plan.
- g. When patients are determined to be NICK (Not in Custody) in Offender Management System, they will inactivate in the EHR.

TR	ANS	SFE	R:

CLINICAL OPERATIONS

ADMISSION, DISCHARGE, TRANSFER, REVERSAL

CURRENTLY AVAILABLE fully meets requirements	CURRENTLY AVAILABLE partially meets requirements	IN DEVELOPMENT available by July 2005	NOT AVAILABLE	COMMENTS
2	1	1	0	

1. Ability to capture, store, modify Transfer information, including:

- a. System maintains history for transfers between facilities, units, services, or levels of care, including:
 - Date and Time
 - 2. Type or Transfer (Inter-Facility Transfer, Medical/Psychiatric Transfer, Hospital Inpatient Transfer, Specialty Service Transfer)
 - 3. Reason for Transfer
 - 4. Current Location
 - To Location
 - 6. Requested by Provider
 - 7. Requested by Provider
- b. Ability to automatically route Transfer Requests (e.g. Ultra Security Placement To) for Approval(s)
- c. When system displays list of episodes, this list includes transfer data within episodes.
- d. A transfer report can be generated upon an inmate's transfer. The report will include all diagnoses, allergies, progress notes, services provided, test results and a list of medications the patient is currently taking.

REVERSAL:

1. Allow reversal by authorized user of an admission, discharge, or transfer with appropriate automatic adjustments to statistics and other related areas.

POINTS AWARDED

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2-3-1 CLINICAL OPERATIONS

2-3-1.12 POPULATION BASED CLINICAL AREAS (REGISTRIES)

CLINICAL OPERATIONS

POPULATION BASED CLINICAL AREAS (REGISTRIES)

1. Ability to manage POPULATION BASED CLINICAL AREAS (i.e. Registries)

- a. Ability to manage Population Based Clinical Areas within the system.
- b. Documentation of Plan of Care/Roadmaps.
- c. Ability to Provide Data for Utilization Review.
- d. Ability to Provide Data for Quality Management.
- e. Provides tools for management of chronic illness for provider and patient.
- f. Ability to send alerts/reminders by role based security, including to patients.
- g. Ability to easily access references for management (tie to CDS and CMV)
- h. Incorporate Risk assessments (e.g. clinical calculators).
- i. Ability to incorporate information into written form (letter, e-mail) for patient and/or others.
- j. Ability to create standard sets of orders/procedures per protocol for Health Maintenance "Registry" conditions.
- k. Ability to incorporate advanced directives such as Living Will, Power of Attorney, next of kin, dependents, and code status.
- I. Ability to customize for individual within populations.

2. Ability to support contact investigations for communicable disease populations

- a. Ability to link contacts to source case via source identifier code.
- b. Ability to capture demographic data on each contact.
- c. Ability to capture intervention and follow up data.

	CURRENTLY AVAILABLE fully meets requirements	CURRENTLY AVAILABLE partially meets requirements	IN DEVELOPMENT available by July 2005	NOT AVAILABLE	COMMENTS
POINTS AWARDED	2	1	1	0	
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2-3-2 CLINICAL SPECIALTIES

2-3-2.1 PHARMACY

CLINICAL SPECIALTIES

PHARMACY

	CURRENTLY AVAILABLE fully meets requirements	CURRENTLY AVAILABLE partially meets requirements	IN DEVELOPMENT available by July 2005	NOT AVAILABLE	COMMENTS
POINTS AWARDED	2	1	1	0	

1. Ability to efficiently process (i.e. capture, maintain, display, print) data associated with Prescription Dispensing, including the following:

- a. New Prescription Process
- b. Refill Prescription Process
- c. Prescription Directions (Sig) User friendly shorthand input.
- d. Renew Prescription Process Update of expired prescription.
- e. Edit Prescription All Fields (in compliance with Pharmacy regulations).
- f. Cancel Prescriptions That meet set criteria.
- g. Refill Adjustment/Authorization Process Ability to alter the number of refills remaining on a prescription and ability to automate refill requests.
- h. Child Resistant Caps Ability to track consumers that have requested Non-child Resistant Caps & to provide a warning to obtain a new request after a specific period of time.
- I. Pharmacy Monitoring Alerts Ability to tag consumers to assist pharmacy with providing full service Such as Medicaid Nursing Home, Adverse Drug Reaction, and Same Spelling or Sound Alike Names.
- j. Front Counter Transaction Ability for pharmacy to see what prescriptions are ready for the consumer to pick up, what pharmacy they are at (if other than where patient is), and ability to enter Over the Counter Medications into the Transactions as requested by the patient. Transaction also provides alerts to assist the pharmacist with patient management.
- k. Prescription Charge Correction Ability to alter the billing account the prescription is charged against without altering the clinical record.
- I. Prescription Data Display Ability to look at the detail of the data elements of a specific prescription.
- m. Prior Authorization Ability to retrieve current authorizations, consumer history, and pending authorizations for medications that must have prior authorizations before they are covered as part of the patients pharmacy benefit.
- n. Prescription Text System Ability to add, modify, and display text messages and information and attach them to specific prescriptions and auto display the messages whenever the prescription is processed.
- o. Prescription Archiving Ability to move prescriptions from/to an active working profile to/from an inactive profile after a specified number of days or manually on demand.
- p. Auxiliary Labels Ability to tag a drug file item with auxiliary directions (warning labels) that print automatically as part of the prescription label printing.
- q. Return To Stock Ability to return prescriptions to inventory and to create an audit trail of the activity.
- r. New Prescription Will Call Option Data entered into System, but prescription label not print until patient arrives Reduce Returns To Stock.

2.	Ability to efficiently process (i.e. capture, maintain	, display,	print) data a	associated with	Patient Pro	files
	including the following:					

CURRENTLY AVAILABLE COMMENTS **PHARMACY POINTS AWARDED** 2 0

CLINICAL SPECIALTIES

- a. Short Profile Ability to display an abbreviated medication profile in a variety of sort configurations.
- Non-Controlled Substance Profile Ability to display a medication profile in a variety of sort configurations for only Non-Controlled Substances.
- Controlled Substance Profile Ability to display a medication profile in a variety of sort configurations for only Controlled Substances.
- Profile Print Request Ability to print on-demand a patient's full medication profile.
- Long Term Profile Ability to tag medications so that a record of all prescriptions for that medication is available for a specified period of time.
- Ability to upload or manually add medications to client's medication profile from multiple sources in addition to Public Health's current FSI system. (Example: from Harborview's pharmacy system for TB clients).
- Ability to upload drug inventory for TB clinic from Harborview Medical Center pharmacy system.

3.	Ability to efficiently process (i.e. capture, maintain, display, print) data associated with Pharmacy
	Purchasing and Materials Management, including the following:

- a. Inventory Receipt Provide a receipt for each inventory shipment and the ability to accept the shipment in total.
- Non-PO Receipt (Schedule Drugs) Ability to receive a shipment into inventory without generating a Purchase Order.
- Drug Transfer (overnight) Ability for the system to automatically receive a shipment into inventory at the end of the business day.
- Drug Transfer (immediate) Ability to receive a shipment or part of a shipment into inventory on request.
- Inventory On Hand Display Ability to display the inventory status of an item by location or all locations.
- MTD Transaction Display Ability to display the Month To Date utilization for any stock item.
- Drug Catalog Display Ability to display detail on any stock item, including cost, package size, charge structure, units per case, NDC, etc.
- Electronic Purchasing/Inventory System
- Materiel Management utilizes bar code technology.

4. Ability to efficiently process (i.e. capture, maintain, display, print) data associated with Pharmacy Inventory Control Functionality, including the following:

- a. Allow pharmacy staff to add pill counts of all medication in the formulary
- b. Automatically deduct the number of pills given out in a filled prescription
- c. Allow pharmacy staff the ability to set floor values for various medications.
- Provide alerts when medications go below their set restock value.
- Manage the inventory of restricted medications such as narcotics.
- Produce reports detailing the number of various medication stocks that are being used on a daily, weekly, monthly and quarterly basis.
- g. Track cost analysis data for the treatment of illness.

5.	Ability to efficiently process (i.e. capture, maintain, display, print) data associated with Drug Maintenance
	including the following:

- a. Drug Drug Interactions Ability to program and automate interactions.
- b. Formulary Text Ability to create, modify, and display Formulary text material.
- 6. Ability to efficiently process (i.e. capture, maintain, display, print) data associated with Cash Management, including the following:
- a. Ability to collect payments for pharmacy transactions and produce detailed receipts.
- Ability to bill and manage accounts receivables for pharmacy transactions.
- 7. Ability to efficiently process (i.e. capture, maintain, display, print) data associated with Patient Allergies,

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CLINICAL SPECIALTIES PHARMACY	CURRENTLY AVAILABLE fully meets requirements	CURRENTLY AVAILABLE partially meets requirements	IN DEVELOPMENT available by July 2005	NOT AVAILABLE	COMMENTS
POINTS AWARDED	2	1	1	0	
 including the following: a. Ability to record, update, display, and log patient allergies and allergy hits. b. Ability to record, update, display, and log patient allergy profiles. 					
Ability to efficiently process (i.e. capture, maintain, display, print) data associated with Patient Text, including the following:					
 Provide text system to be able to record, update, display, and log drug monitoring, patient counseling, and patient processing data by medical record number and prescription. 	•		•		
 9. Ability to efficiently process (i.e. capture, maintain, display, print) data associated with Patient Immunizations, including the following: a. Ability to enter, modify/delete, display, and log patient immunization data. b. Ability to track individual patient records and provide alerts if patient is not current with immunizations. c. Ability to import current data from WA State Child Profile immunization tracking system to assure current immunization history. 					
 Ability to efficiently process (i.e. capture, maintain, display, print) data associated with Patient Chronic Conditions, including the following: 					
 a. Ability to enter, modify/delete, display, and log patient chronic conditions. b. Ability to automatically log patient chronic conditions based on criteria established to review the patient medication profile. c. Ability to provide alerts, logs, and notes for medication/chronic condition incompatibility. 					
11. Ability to efficiently process (i.e. capture, maintain, display, print) data associated with Electronic Claims Processing, including the following:					
a. Ability to submit and process prescription claims electronically.b. Ability to display and search electronic claims records.					
12. Ability to efficiently process (i.e. capture, maintain, display, print) data associated with Patient Alert Codes, including the following:					
a. Ability to enter, modify/delete, display, and log patient alert codes.b. Ability to log and provide notes for patients with alert codes.					
 13. Ability to efficiently process (i.e. capture, maintain, display, print) data associated with Patient Coverage Display, including the following: a. Ability to display Patient Pharmacy Coverage Data. 					
 14. Ability to efficiently process (i.e. capture, maintain, display, print) data associated with Patient Medication Use Management, including the following: a. Drug Interactions: ability to detect, log, display, and add notes for Drug Interaction's. b. Adverse Drug Reactions: ability to log, display, and add notes for Adverse Drug Reaction's. 					

CLINICAL SPECIALTIES

PHARMACY

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	CURRENTLY AVAILABLE fully meets requirements	CURRENTLY AVAILABLE partially meets requirements	IN DEVELOPMENT available by July 2005	NOT AVAILABLE	COMMENTS
POINTS AWARDED	2	1	1	0	

C.	Medication	Errors: abilit	v to loa.	display.	and add	I notes fo	or Medication	Errors
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- d. Drug Usage Evaluation: ability to log, display, and add notes for Drug Use Evaluations.
- e. Pharmaceutical Care: ability to log, display, and add notes for Pharmaceutical Care Evaluations and compliance monitoring.
- f. Pharmacy/Pharmacist Reminder: ability to log, display, and add notes specific for a given patient.
- g. Events Alerts: ability to log, track, display, and add notes for patient events.
- h. Cognitive Services Fee
- i. Observations and follow up.

15.	Ability to efficiently process (i	e. capture, r	maintain,	display,	print) data	associated	with Patie	nt Medication
	Administration Record (MAR)	including th	he followi	ng:				

- a. MAR is required to properly document the administration of medications.
- b. Display only the current medications that have been authorized for the patient.
- c. Allow for a means to automatically identify the patient, through the use of IT technology
- d. Display the patient's name, identity, diagnoses and allergies, current medications and unit information.
- e. Record, the patient, and the unit nurse providing the medications, the medications, the date and time the medications were given.
- f. Prompt for a reason for any medication that was indicated as not given.
- g. Will contain some method to allow for point of care input.
- h. Ability to print on demand current MAR.
- i. Allow automated dispensing log, linked to material management reporting/inventory.

16. Ability to support multiple Formularies.

- a. Support downloading of formulary information.
- b. Support multiple formularies concurrently.
- c. Support formulary based on patient's plan of care.
- d. Support dynamic, real-time use of formulary at point-of-care based on patient's plan.
- e. Support dynamic updating of formularies.
- f. Provide alerts/reminders when departing from patient specific formulary.

17. Ability to Interface to other systems, as required:

- a. Electronic Health Record system
- b. Offline Prescriptions System to allow processing of prescriptions when the link to interfaced systems is unavailable and the ability to electronically upload data to the interfaced system when the link becomes available.
- c. Automated Refill Orders System to allow voice/touchtone/web refill requests that will be processed automatically by the system.
- d. Pharmacy Prescription Data Warehouse.
- e. OMNICELL system.

18. Ability to utilize data from and/or support the following databases and functions:

- a. First DataBank or Medispan
- b. MICROMEDEX Ability to access drug information systems, real time, such as MICROMEDEX...
- c. National Council for Prescription Drug Programs (NCPDP) Telecommunication Standards (EDIFACT syntax and EDIFACT/ASC X12 data tables) (SCRIPT Standard)
- d. HCPCS, CPT4, HL7, ICD9, HIPAA, Support

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CLINICAL SPECIALTIES

PHARMACY

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	CURRENTLY AVAILABLE fully meets requirements	CURRENTLY AVAILABLE partially meets requirements	IN DEVELOPMENT available by July 2005	NOT AVAILABLE	COMMENTS
POINTS AWARDED	2	1	1	0	

e. Convert Current Pharmacy System Profile Data to New System.

- f. Food Drug Allergy Checking
- g. Drug Disease Contraindication Checking
- h. Pregnancy/Lactation Warnings
- i. Minimum/Maximum Dose Checking
- i. Gender and Age Checking
- k. Rules Ability to define dispensing criteria based on age, sex, quantity, benefits, therapeutic class, missed refills, companion medications, and other.
- I. Medication and Prescription Expiration Dates
- m. Drug Maintenance Lists (Formularies)
- n. Drug Specific Quantity Limit Edits
- o. Patient Education Database/Printing (Monographs) Automatic for selected drugs and on request.
- p. Prescription Label and Monograph Prints in: English, Spanish, different font/styles
- a. Label (re)prints
- r. Prescription Inactivation
- s. Field Specific Help Functions Enter limited amount of days and System displays screen with options to select from.
- t. Prescription Data Access Ability for any pharmacy in the system to access prescription data entered at any other pharmacy.
- u. Prescription Transfers Ability to record data required by state and Federal Laws/Regulations when transferring prescriptions to an outside pharmacy.
- v. Concurrent Access to Same Patient/Drug.
- w. Controlled Substance Processing and Reporting
- x. Chemotherapy, Unit Dose, and IV Processing and Labeling
- y. DME Support (Durable Medical Equipment)
- z. Electronic Prescription Writing/Processing
- aa. Telephonic Interface and Automated Refill Technology
- ab. Bar Coding/Hand Held Technology
- ac. Medicare/Medicaid Formulary Support
- ad. Tax Statements
- ae. Primary/Secondary Coordination of Benefits
- af. Tiered Benefits Different patient cost share (co-pay, co-insurance) for different groups of medications, such as generic and brand. Ability to accurately adjudicate multiple benefit configurations.
- ag. Plan Limitations/Rules Dispensing limits, dollar limits, and other.
- ah. Assisted Living/Nursing Homes Support
- ai. Manifesting For inventory transfers, prescription transfers from refill center to pharmacy, and prescription transfers from pharmacy to nursing home and other assisted living facilities.
- aj. Efficient Storage Retrieval System of Filled Prescriptions
- ak. Locator System Ability to track and locate prescriptions through the filling, processing, and delivery process.
- al. Laser Printing
- am. 3rd Party Billing/ Split Billing
- an. Team Pharmacist Concept Support Pharmacists assigned to practitioner teams to provide medication use management (MUM) support, prescription order entry, and patient counseling.
- ao. Report Generation
- ap. On-line tutorials help functions and proficiency testing.
- aq. Patient Driven Gateway to Pharmacy On-line Activities Ability to have a menu driven system to enter a patient identifier and then move to prescription, billing, benefit, demographic, and profile transactions/systems.

CLINICAL SPECIALTIES PHARMACY	CURRENTLY AVAILABLE fully meets requirements CURRENTLY AVAILABLE	partially meets requirements IN DEVELOPMENT available by July 2005	NOT AVAILABLE	COMMENTS
POINTS AWARDED	2	1	0	
19. Ability to support printing labels, patient education materials, instructions in multiple languages.				
TOTAL POINTS				

2-3-2 CLINICAL SPECIALTIES

2-3-2.2 PSYCHIATRIC

CLINICAL SPECIALTIES PSYCHIATRIC

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POINTS AWARDED

Please list (in comments) any offered functionality specific to Psychiatry that has not been covered in the previous Clinical Operations sections.

2-3-2 CLINICAL SPECIALTIES

2-3-2.3 **DENTAL**

CLINICAL SPECIALTIES <u>DENTAL</u>

1. Documentation:

- a. Periodontal charts.
- b. Adult and child tooth charts.
- c. Charting of soft tissue disease management and dental anatomy.

2. Decision Support:

a. Ability to support dental triage system to assist nurse on determining need for a dental referral based on information at intake.

3. Patient Education:

a. Ability to provide on-line access to dental patient education materials and ability to print in multiple languages.

4. Ability to upload and capture data for field preventive sealant visits.

	CURRENTLY AVAILABLE fully meets requirements	CURRENTLY AVAILABLE partially meets requirements	IN DEVELOPMENT available by July 2005	NOT AVAILABLE	COMMENTS
POINTS AWARDED	2	1	1	0	
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2-3-2 CLINICAL SPECIALTIES

2-3-2.4 OBSTETRICS

CLINICAL SPECIALTIES OBSTETRICS POINTS AWARDED	CURRENTLY AVAILABLE fully meets requirements	CURRENTLY AVAILABLE partially meets requirements	IN DEVELOPMENT available by July 2005	O NOT AVAILABLE	COMMENTS
1. Ability to link all OB encounters, orders for ancillary services and results to create a comprehensive listing of services and outcomes for the episode of care for one pregnancy.					
2. Ability to track when the pregnancy is completed and the outcome.					
3. Capture estimated due date and date of last menstrual period.					
4. Ability to capture HIPAA OB transaction data.					
TOTAL POINTS					

2-3-2 CLINICAL SPECIALTIES

2-3-2.5 COMMUNICABLE DISEASE

	CLINICAL SPECIALTIES COMMUNICABLE DISEASE	CURRENTLY AVAILABLE fully meets requirements	CURRENTLY AVAILABLE partially meets requirements	IN DEVELOPMENT available by July 2005	NOT AVAILABLE	COMMENTS
	POINTS AWARDED	2	1	1	0	I
1.	Ability to link all TB encounters, orders for ancillary services and results to create a comprehensive listing of services and outcomes for the episode of care.					
2.	Ability to track legal obligations for treating TB clients: Public Health orders, court orders, by client, including: date of order, date delivered. Ability to flag for isolation requirements.					
3.	Ability to interface with Harborview PACS for on-line access to digital radiography images (preferred) or to receive, store and retrieve scanned digitized images.					
4.	Surveillance: ability to query and report on multiple parameters.					
5.	Ability to tie records of one client to other clients (same as other communicable disease outbreak management tracking needs for sexually transmitted diseases, pertussis, SARS, etc.)					
	Ability to link, retrieve, organize and achieve data for linked cases.					
HS.	consider TB as a potential program area for model the cost of adding access for read-only users, when the electronic health record is only implemented in Or consider costing out adding TB Clinic as an additional site to JHS project. TB Clinic involves 3 providers and 6 case managers. Average number of coaged cases/month between TB and JHS: 1, range of 0-3. HIV/AIDS has same co-management and tracking issues with JHS.					
	TOTAL POINTS					

2-3-2 CLINICAL SPECIALTIES

2-3-2.6 FAMILY PLANNING

						
	CLINICAL SPECIALTIES FAMILY PLANNING	CURRENTLY AVAILABLE fully meets requirements	CURRENTLY AVAILABLE partially meets requirements	IN DEVELOPMENT available by July 2005	NOT AVAILABLE	COMMENTS
	POINTS AWARDED	2	1	1	0	
1.	Ability to link all FP encounters, orders for ancillary services and results to create a comprehensive listing of services and outcomes for the episode of care.					
2.	Ability to protect access to confidential data.					
3.	Ability to provide alternative identifiers for clients seeking testing to enable them to remain anonymous within the system.					
4.	Decision support: ability to load and access family planning clinical guidelines.					
5.	Ability to print FP patient education materials and document that it was given to the client.					
6.	Ability to support secure messaging.					
7.	Ability to support on-line staff/provider education, to document and track by clinician, type of clinician, education module, org/project, etc.					
	TOTAL POINTS					

2-3-3 STAFF MANAGEMENT

2-3-3.1 STAFF MANAGEMENT

STAFF MANAGEMENT

STAFF MANAGEMENT

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POINTS AWARDED

Please list (in comments) any offered functionality related to Staff Management, such as: Facility Calendar, Staff Scheduling, Credentialing, Continuing Education, Immunizations, Performance Reviews, etc.

2-3-4 TECHNICAL ENVIRONMENT

2-3-4.1 GENERAL SYSTEM FUNCTIONS

TECHNICAL ENVIRONMENT **GENERAL SYSTEM FUNCTIONS**

	CURRENTLY AVAILABLE fully meets requirements	CURRENTLY AVAILABLE artially meets requirements	IN DEVELOPMENT available by July 2005	NOT AVAILABLE	COMMENTS
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POINTS AWARDED	2	1	1	0	

1. MULTI-ENTITY

- a. Provide a multi-facility longitudinal EHR with linkages to other computer systems, as required.
 - 1. Uses open architecture and can be interfaced/integrated with other applications.
 - 2. EHR is HIPAA compliant, will be EHR certified, and adheres to all regulatory body requirements.
 - 3. Support purging (i.e. archiving) of EHR data, as defined by JHS.
 - 4. Support a "secondary" EHR for research purposes.

2. Support a Master Patient Index (MPI)

- a. Support a Master Patient Index (MPI).
- b. Functionality to minimize occurrence of duplicate patients e.g. system will not allow second patient with same SOC#).
 - 1. Ability to view MPI by enterprise or by facility.
 - 2. Ability to link same patient records on same vendor's system at different facilities.
 - 3. Provide several defined patient list formats. These lists are produced by a clinician signing on.
 - 4. Indicators are provided on patient lists as defined above, which indicate new, abnormal, or critical data.
 - 5. Patient lists will display no less than 15 patients per screen.
 - 6. Provide each clinician with his/her clients (I.e. default list) that are active and open, with patient demographics, and diagnosis and/or service.
 - 7. Provide clinician with a display of his/her Group/Team's clients that are active and open, with patient demographics, and length of stay by diagnosis and/or service.
 - 8. The caregiver may select a different patient list as a default sign-on screen for different locations, programs.
 - 9. The caregiver may select a different patient list from the chosen default list.
 - 10. Provide a list of all previously seen patients for whom new data is available.
 - 11. The caregiver can print on-demand a copy of patient list.
- c. User can locate inmates using several methods (e.g. by Name, SOC#, MR#, Service/Program, Housing Unit, etc.).

3. TABLES and MASTER FILES

- a. Provide multi-facility, multi-provider (i.e. role based) based set of tables and master files.
- b. Provide GUI utility to build tables and master files in a hierarchical relationship (e.g. built at the enterprise level, then facility level, then at the provider Type level, then at the provider level.).
- c. Provide a utility to load industry standard dictionaries and master files.

4. CLINICAL ACCESS VIEW

TECHNICAL ENVIRONMENT GENERAL SYSTEM FUNCTIONS

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CURRENTLY AVAILABLE fully meets requirements	CURRENTLY AVAILABLE partially meets requirements	IN DEVELOPMENT available by July 2005	NOT AVAILABLE	COMMENTS
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- a. Provide online access both locally and remotely via the Internet to EHR system for client demographics, location, and census information, via integrated desktop work environment.
- b. Provide online access both locally and remotely via the Internet to Data Repository for medical and clinical information, including treatment plans, progress notes, and assessments.
- Provide online access both locally and remotely via the Internet to Order Entry for transmission of orders, and status
 check on orders.
- d. Provide online access both locally and remotely via the Internet to staff and on-call schedules.
- e. Provides ability to conform to Health System patient confidentiality requirements.
- f. Provide context based switching between application modules (e.g., no need to re-identify patient when switching applications).
- g. Provide each clinician with display and printed listing of his/her clients that are active and open, with patient demographics, and diagnosis and/or service.
- h. Provide each clinician with display and printed listing of his/her Group/Team's clients that are active and open, with patient demographics, and length of stay by diagnosis and/or service.
- i. Provides several defined patient lists. These lists are produced by a clinician signing on.
- j. A list of all previously seen clients for whom new data is available.
- k. The caregiver may select a different patient list as a default sign-on screen for different settings, i.e.., inpatient lists for inpatient sign-on, office schedule lists for office sign-on, and so forth.
- I. The caregiver may, from the sign-on in any setting, select a different patient list from the chosen default list with no more than two key strokes or mouse clicks.
- m. Patient lists as defined above will display no less than 15 patients per screen.
- n. The caregiver can print, using no more than 1 keystroke or mouse click, a copy of the above list.
- Color indicators are provided on patient list screens as defined above, which indicate new, abnormal, or critical data and the data is accessible by either 1 click of a mouse or 1 keystroke.
- p. Provide Electronic messaging capability for communication with staff.
- q. Provide online prompts where signatures or co-signatures are required in the completion of medical records documentation to avoid charting deficiencies
- r. Provide online access both locally and remotely via the Internet to one or more databases (e.g., Medline) of bibliographic information
- s. Provide online access both locally and remotely via the Internet to drug information databases and texts.

5. CLINICAL DECISION SUPPORT system (CDS)

- a. Ability to configure the timing/location/frequency of alerts to support vs. control care.
- b. Incorporates a best practices library of interdisciplinary evidence based rules/alerts developed at leading institutions.

POINTS AWARDED

TECHNICAL ENVIRONMENT GENERAL SYSTEM FUNCTIONS

- c. Provide ability to interface with third-party reference databases, (Medline, PDR, etc).
- d. Ability to easily access or link to references used in writing evidence-based guidelines.
- e. Allow integration of external rules databases (e.g. Micromedix) into the ordering process.
- f. Allows development of JHS specific rules and alerts that can be applied to library.
- g. Ability for reminders/alerts to be differentiated by clinical category (e.g. radiology studies, medication order checks, lab).
- h. Provide time based checks (e.g. health screen intervals, assessments, drug monitoring ,etc.).
- i. Ability to prioritize levels of alerts specific to JHS.
- Ability to route alerts as defined by JHS.
- k. Uses rules to interpret specific but varied client data points to determine if a reminder should be generated.
- Provide rules based event detection.
- m. Ability to escalate non-response, as defined by JHS, to an alert will automatically escalate alert to another user.
- n. Ability to configure method of alert notification using variety of methods (e.g., priority e-mail, pager, screen pop-up, etc.).
- o. Provides relevant information display (e.g., ancillary or reference information pertinent to an action as defined by JHS.).
- p. Provide statistical modeling (e.g., regression, time series), optimization, critical success analysis, & "what-if" scenarios.
- Ability to identify clearly abnormal values (abnormal criteria can be based on standard sets or on client defined normal).
- r. Ability to display reminders/alerts based on past history, including social/family history as well as medical history.
- s. Ability to identify and clearly display safety issues, such as allergies and response to allergen.
- t. Ability to provide alerts regarding "medical necessity".
- u. Warns users of dangerous clinical states with access to incidents, outcomes, and assessment data.
- v. Ability, via alert to interactively order and document care against EHR and client defined rules (e.g. JHS guidelines).
- w. Ability to note and log response to alert.
- x. Ability to print alerts on-demand.
- y. Ability to log alerts.
- z. Provide reminders linked to problems on problem list.
- aa. Recommends diagnosis based on assessment data entered.
- ab. User can look up definition of diagnosis.
- ac. Recommends standard clinical pathway or protocol based on medical diagnoses entered.
- ad. Provides pre-selected treatment plans when provisional diagnosis is entered for patient encounter.
- ae. Provide suggestions for treatment, diagnosis, etc. based on literature and user/clinician definition.
- af. Recommends preventive medical interventions.
- ag. User can look up definition of interventions.
- ah. Provides list of possible activities based on intervention selected.
- ai. Support standard sets of "normals" for findings.
- aj. Support expedited template-based findings.
- ak. Utilize iconic interface using human anatomy images.
- al. Support RN triage screening system for use at jail intake, with pathways/guidelines.
- am. Support system to track disease outbreaks, including ability to link clients to an initiating case.

6. CONTROLLED MEDICAL VOCABULARY (CMV)

- a. Incorporates multiple controlled Vocabularies and Standard Code Sets.
 - 1. Support local, regional, national vocabularies; updates.
 - 2. Use vocabulary control on all appropriate fields.

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	CURRENTLY AVAILABLE fully meets requirements	CURRENTLY AVAILABLE partially meets requirements	IN DEVELOPMENT available by July 2005	NOT AVAILABLE	COMMENTS
POINTS AWARDED	2	1	1	0	

TECHNICAL ENVIRONMENT GENERAL SYSTEM FUNCTIONS

- 3. Use enhanced versions of ICD-9-CM as principle for the controlled vocabulary with ability to support ICD-10-CM.
- 4. Use Logical Observation Identifier Names and Codes (LOINC)
- 5. Use Home Care Financing Administration Common Procedural Coding System (HCPCS)
- 6. Use National Drug Code (NDC)
- 7. Use National Council for Processing Prescription Drug Programs (NCPDP)
- 8. Use Diagnosis Related Group Number (DRG)
- 9. Use Claim Adjustment Reason Codes
- 10. Use Remittance Remarks Codes
- 11. Use another recognized vocabulary source.
- 12. Flexibility to support SNOMED code set at such time as this becomes a community standard.
- b. Relationships between Code Sets clearly defined.
- c. Standard Code Sets mapped with a common Dictionary Definition.
- d. Attributes for each data element; support all data types.
- e. Supports static/dynamic data element relationships.
- f. Accommodate new, unforeseen codes, data elements.
- g. Provide granularity at "atomic level", the lowest common denominator.
- h. Ability to Recognize Semantic Differences (e.g. Heart and Cardiac).
- i. Controlled on-line data, can use different descriptions but get consistent display of a term (e.g. CBC, blood count).
- j. CMV is part of database with open functionality and can interface to other applications (Service-Oriented Architecture).

7. CLINICAL PATHWAYS and GUIDELINES

- a. Provide industry standard pathways and guidelines.
- b. Ability to modify any provided sets of pathways and guidelines.
- c. Provide the capability to develop custom JHS pathways and guidelines.
- d. Pathways and guidelines are tied to the generation of treatment plans and assessments.

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	CURRENTLY AVAILABLE fully meets requirements	CURRENTLY AVAILABLE partially meets requirements	IN DEVELOPMENT available by July 2005	NOT AVAILABLE	COMMENTS
POINTS AWARDED	2	1	1	0	

- e. Can be displayed as a calendar of clinical events to be accomplished.
- f. Can be displayed organized by care provider type (e.g., Therapist, Psychiatrist, Nurse, Physicians, Clinicians, etc.).
- g. Offer medical & mental health diagnosis decision matrix that addresses continuity of interventions in treatment planning.
- h. Provide dual diagnosis decision matrix that addresses the continuity of interventions in treatment planning following:
 - 1. Low severity mental illness/low severity substance abuse.
 - 2. Severe and persistent mental illness/substance abuse.
 - 3. Low severity psychiatric disorder/high severity substance disorder.
 - 4. Severe and persistent mental illness/high severity substance disorder.
 - 5. High severity psychiatric but not severe and persistent mental illness/high severity substance disorder.

8. COST MEASURING and QUALITY ASSURANCE

- a. Built-in mechanisms/access to other systems to capture cost information.
- b. Access to other systems to capture cost information, employing quality measurement tools.
- c. Collects cost/quality information.
- d. Cost, quality, severity information structured to influence clinician decisions.
- e. Support multiple EDI Financial links.
- f. Ability to interface with SCKPH Billing system (Signature).
- g. Availability of a Billing module (nice to have but not mandatory).

9. INTEGRATED E-MAIL (SECURE CLINICAL MESSAGING)

- a. Ability to Communicate Clinical Information through Secure E-Mail.
- b. Ability to Conference (i.e. chat) on-line.
- c. Ability for patient to enter data on line (e.g. blood pressure readings, dietary information).
- d. Ability for provider and patient to communicate by secure e-mail.
- e. Allow user messages and comments to be sent from one entity to another.

Note: Functionality very helpful for monitoring of TB patients, to support isolation & quarantine clients during communicable disease outbreaks and to replace the "kiting" process in the jail.

10. ACCESS (Log-On)

- a. Provide on-line access both locally and remotely via the Internet to EHR via integrated desktop environment.
 - 1. Display an on-line message at JHS designated points warning users that a record of their access is being maintained. 2.Data sent over the public network is encrypted (e.g. uses secured socket layer).
- b. EHR access is secured via encrypted passwords and user identifications, per JHS standards.
 - 1. Support multiple security levels.
 - a. Role based where User Groups are created with access levels, and individuals are assigned to those groups

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POINTS AWARDED

- b. User based where each individual user is assigned the approved access levels.
- c. Maintain an emergency access login that has the password reset after each use.
- 2. Support industry standard, Washington State approved, electronic signatures.
 - a. Provide on-line signatures or co-signatures where required to complete medical records documentation.
- 3. Password attempts are restricted, per JHS rules.
 - a. Display on-line alert (optional report) to a designated PC when certain, JHS specified security violations occur.
 - b. System provides a 'disable warning' if a user's password is entered incorrectly a specified number of times.
 - c. Support automatic audit trail for all accesses.
 - d. Provide means to limit the number of log in attempts.
 - e. Support automatic analysis of audit trails/unauthorized access attempts.
 - f. Warns system designed user(s), in real time when user has tried to access restricted data as defined by JHS.
 - g. Password resets are required, per JHS defined schedule.
 - h. Password cannot be saved on the desktop (i.e. must be re-entered for every log-in).
- i. Provide alternate user authentication methods other than the typical keypad entered user id and password.
- c. Access to functions within the EHR are automatically controlled by secure user profiles.
 - 1. Allow authorized user (System Administrator) to create, modify, and cancel user profiles (with reason code).
 - 2. Create documentation of new, modified, and canceled user profiles.
 - 3. Restrict access for given functions by location or designation of PC and/or time of day, day of week.
 - i. User accounts can be built with expiration dates (temporary employees).
 - ii. Users can be connected to a group and gain resource access at the group level.
 - iii. User may belong to more than one security group.
 - iv. Require users to change passwords every x days as specified by the security administrator.
 - v. Designated users can not be signed on to more than one PCI (device) at a time .
 - vi. Allow multilevel, read-only access to the system by authorized personnel only.
 - 4. Restrict additions to, changes to, and/or deletion of records by security level to only those authorized.
 - 5. At user's request, print management report of security access by application and by department.
 - 6. Provide a report of user's activity per sign-on for productivity tracking.
 - 7. Provide a report of user Logon ID's not used for a specified time.
 - 8. Provide a report whereby a user can list the names of all who have accessed a specific patient's record.
 - 9. Ability to process file from Human Resources system for terminated employees, and automatically turns off access.
- d. Response time and availability:
 - 1. Response times: in 2 seconds or less 99 percent of the time. Sub-second response time 98 percent of the time.
 - 2. Support redundancy/fault tolerance access.
 - 3. Available 99.99 percent of the time.
 - 4. Time-out occurs, per JHS rules (e.g. PC specific, User specific, User Role specific).
- e. Support multiple, simultaneous users concurrently.
 - 1. Log all transaction processing and archiving.
 - 2. Support write-locking mechanism to prevent unauthorized updates.
 - 3. Alert simultaneous users of each other's presence on the same record.
 - 4. Print at authorized user request, an audit report of every transaction initiated on the system (HIPPA compliant).
- f. Patient confidentiality can be protected, per HIPPA regulations, when data is extracted from repository through encryption.

11. SCREEN DISPLAYS

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	CURRENTLY AVAILABLE fully meets requirements	CURRENTLY AVAILABLE partially meets requirements	IN DEVELOPMENT available by July 2005	NOT AVAILABLE	COMMENTS
POINTS AWARDED	2	1	1	0	

- a. Graphical rather than text based user interface.
- b. Ergonomic presentation.
 - 1. Support user-friendly movement across the system.
 - 2. Engineered with human factors emphasis.
 - 3. Rapid screen "painting".
 - 4. Provide consistent information and graphical queues.
 - 5. Provide balance between density of information and uncluttered aesthetics.
 - 6 Consistent formatting for users to find information.
- c. Ability to display updates or changes (e.g. edit an entry) in "real-time".
- d. Navigation through display well-organized and easy to use.
- e. Standardized screen design.
 - 1. Standardized navigation flow similar from screen to screen.
 - 2. Standardized naming conventions throughout application.
 - 3. Standardized menus (whether drop-down, drill-down, tree) throughout application.
- f. User is able to identify where the current display is in the whole record (e.g. site map).
- g. Time efficient Ideally no more than three "mouse clicks" for any process, with most in one.
- h. Patient information (e.g. name, medical record #) clearly displayed on each page specific to that individual's EHR.
- i. Support simultaneous User Views in the EHR.
 - 1. Support tailored specialty views at enterprise level.
 - 2. Support departmental specific user views.
 - 3. Support different views for different users.
- j. Provide views of patient data based upon user needs (e.g., Clinician, Pharmacist, Administrative, Medical Records):
 - Clinician view.
 - 2. Therapist view.
 - 3. Pharmacist view.
 - 4. Administrator view.
 - Quality Assurance view.
 - 6. Medical Records view.
 - 7. Parent Child Health view.
 - 8. Immunization view.
 - 9. Managed Care view.
 - 10. Dental view.
- k. Provide the ability to "flip through" the patient data in a manner similar to reviewing a paper chart.
- I. Provide key data as defined by the user (e.g., problem list, allergies) on a single screen.
- m. Provide access to patient data with three or less menu selections, including sign-on.
- n. Provide graphical capabilities for viewing data trends.
- o. Provide screen print capabilities of any screen, including screens with graphical displays.

12. DATA ENTRY

- a. POINT OF CARE ABILITY (Can be Used Whenever/Wherever Care Given).
- b. Allows point of care entry/display.
 - 1. Utilize hand held devices (i.e. wireless) or a PC.
 - 2. Easy to use entry device (e.g. keyboard, touch pad) at point of care.

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POINTS AWARDED

- c. Engineered with human factors emphasis.
 - 1. Easy data entry (e.g. uses drop-down lists) for all fields.
 - 2. Input protocol is easy/fast; intuitive input interface.
 - 3. Display is easy to read.
- d. Data is entered once (e.g. patient name) and displayed without requiring redundant data entry.
- e. System prevents users from moving to the next field (minimum next screen) if error or omissions exists.
- f. Ensure dynamic documentation during encounter complying with all coding rules.
- g. All fields have on-line Help (data dictionary name and codes) for easy reference and look-up.
- h. Provide dynamic re-engineering of workflow for efficiency.
- i. System supports efficient workflow for user (makes job easier rather than harder):
 - 1. Charting by exception as much as possible
 - 2. Use Microsoft word processing functions (e.g. formatting, cut-n-paste, spell check, paragraph control, bullets).
 - 3. Seamless integration with Microsoft Word for creation, editing, spell checking of notes using Microsoft templates.
 - 4. Point and click choices
 - 5. Minimize required free text
 - 6. Provide structured format and content
 - 7. Port like data elements
 - 8. Provide predefined list of words/phrases for specified: subtopics; diagnosis; interventions; procedures; findings; etc.
 - 9. Note format and template can be customized based on the type of note.
 - 10. Templates can be customized by specialty, location, problems, and provider.
 - 11. Verbiage such as "canned" phrases or data elements are available for note types and contents
 - 12. Multiple means provided for notes entry e.g. keyboard, mouse, handheld portable device, voice and to edit notes
 - 13. Support downloads from a dictation/transcription system for inclusion of clinician's progress notes.
 - 14. Supports downloads from voice recognition software as integral part of notes
 - 15. Ability to link notes with problems by patient
 - 16. Type of notes entry allowed can be configured based on role.
 - 17. Support unlimited number of user definable time period views of notes (e.g. today, current week, monthly).

13. SCREEN BUILDER

- a. Provide online screen building utility enabling authorized users to place data elements (from data dictionary) onto screen.
- b. Provide edit options for each data element:
 - Mandatory
 - Optional
 - 3. Default values
 - 4. Flash/Inverse
 - 5. Edit logic (e.g., If element1=X then element2 should = Y)
 - 6. Others means
- c. Provide input format attributes for each data element:
 - 1. Any text

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	CURRENTLY AVAILABLE fully meets requirements	CURRENTLY AVAILABLE partially meets requirements	IN DEVELOPMENT available by July 2005	NOT AVAILABLE	COMMENTS
POINTS AWARDED	2	1	1	0	

- 2. Alpha
- 3. Numeric
- 4. Dollar amount
- 5. Time
- d. Allow JHS to compose functions by linking screens into fixed or variable sequences, based on edit and format rules.
- e. Distinguish between test versus production libraries of screens and functions.
- f. Allow the JHS to label fields on screens and reports consistently with JHS's terminology, without program code changes.
- g. Provide graphic building capabilities including:
 - 1. Line drawing
 - 2. Drag-and-drop positioning of any screen element
 - 3. Images (e.g., JPEG, BMP, GIF)
 - 4. Font / Size
 - Color formatting
- h. Designed to add new data elements dynamically.

14. REPORT GENERATOR

- a. Ability for authorized employee's without programming skills to generate reports related to any identifier in the system.
- b. Provide industry standard Report Writer (e.g., Crystal). Please indicate software product in comments.

15. STANDARD REPORTS

- a. Provide standardized formatting on all reports, including:
 - 1. Standard report headings and formats.
 - 2. Report will include definition of a printed code.
 - 3. Ability to define routes to printers by report type/process.
 - 4. Ability to track distribution of reports on-line.
 - 5. Ability to define number of reports to print.
 - 6. Ability to define only portions of a report to print.

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	CURRENTLY AVAILABLE fully meets requirements	CURRENTLY AVAILABLE partially meets requirements	IN DEVELOPMENT available by July 2005	NOT AVAILABLE	COMMENTS
POINTS AWARDED	2	1	1	0	

- 7. Ability to define automatic report schedules if desired.
- 8. Ability to print (both scheduled and on-demand) or display (at user's option).9. Ability to be produced in either summary or detail format (at user's option).
- 10. Ability to select a specified time period (e.g., by day, by week, by month, etc.).
- b. Provide standard reports that correspond to existing documents in the paper chart.
 - 1. Allow JHS to customize any standard report.

TOTAL POINTS

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	CURRENTLY AVAILABLE fully meets requirements	CURRENTLY AVAILABLE partially meets requirements	IN DEVELOPMENT available by July 2005	NOT AVAILABLE	COMMENTS
POINTS AWARDED	2	1	1	0	

SECTION II: PART 4 – DETAIL SYSTEM REQUIREMENTS

2-3-4 TECHNICAL ENVIRONMENT

2-3-4.2 TECHNICAL ARCHITECTURE

TECHNICAL ENVIRONMENT

TECHNICAL ARCHITECTURE

	CURRENTLY AVAILABLE fully meets requirements	CURRENTLY AVAILABLE partially meets requirements	IN DEVELOPMENT available by July 2005	NOT AVAILABLE	COMMENTS
POINTS AWARDED	2	1	1	0	

1. SERVER ARCHITECTURE

a. STANDARDS

1. The server architecture and supporting hardware (i.e. RAID) must be scalable, dual redundant/fault tolerant, and hot-swappable. The architecture must adhere to King County Public Health standards, as defined below:

Public Health standard server hardware vendor is DELL, Windows Based.

b. DOMAINS

- 1. The system must be configured, at a minimum, with the following domains:
 - a. Establish and maintain a complete and separate Production environment.
 - b. Establish and maintain a complete and separate Reporting environment which is "refreshed" daily, at a minimum.
 - c. Establish and maintain a complete and separate Training environment.
 - d. Establish and maintain a complete and separate Testing environment.

Please provide proposed SERVER schematic as ATTACHMENT B.

c. APPLICATION SERVICE PROVIDER (ASP) MODEL

- 1. Provide Application Service Provider (ASP) option for remote hosting of the application(s) at vendor's data center.
- 2. The Data Center must be high-tech (i.e. secured, provide generator back-up, 24 hour Help Desk support, Service Level Agreements, Off-Site back-up/recovery storage, utilizes current technology with vendor Maintenance Agreements, technology replace cycle, etc.).

2. DESKTOP ARCHITECTURE

a. STANDARDS

- 1. The PC architecture, hardware and operating system, must adhere to King County Public Health standards, as defined below:
 - -PH standard for PC hardware vendor is DELL.
 - -OS is Window XP. All applications must run at the XP User level.

Please describe the MINIMUM DESKTOP CONFIGURATION as ATTACHMENT C. Please describe the DESIRABLE DESKTOP CONFIGURATION as ATTACHMENT C.

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COMMENTS

IN DEVELOPMENT available by July 2009 **TECHNICAL ENVIRONMENT** TECHNICAL ARCHITECTURE POINTS AWARDED 2 1 0 1. The Peripheral Hardware architecture must adhere to King County Public Health standards, as defined below: Public Health standard for printer vendor is Hewlett Packard. Please describe the technical aspects of your proposed PRINTER solution in ATTACHMENT D. Public Health standard for scanner vendor is Hewlett Packard or Fijitsu. Please describe the technical aspects of your proposed SCANNER solution in ATTACHMENT D. a. The system will record the scanned image as a pre-configurable type of clinical record (e.g. Release of Information). b. The system will maintain an index of all scanned documents in relation to all electronic records, allowing users the ability to view all records c. Support integrated documentation imaging via icon on the clinical workstation. d. Forms (i.e., including all data) can be printed in lieu of the original paper document. Public Health standard supports industry standard dedicated fax boards or API to remote fax server solution. Please describe the technical aspects of your proposed FAX solution in ATTACHMENT D. a. Forms can be automatically faxed via a fax server. b. Support facsimile (inbound and outbound) transmission. Public Health does not have a standard. Please describe the technical aspects of your proposed IMAGE STORAGE solution in ATTACHMENT D. a. Support complete image (e.g. DICOM) display technologies. b. Use industry standard compression algorithms. c. Support integrated diagnostic imaging via icon on the clinical workstation. Public Health does not have a standard. Please describe the technical aspects of your proposed MULTIMEDIA solution in ATTACHMENT D. a. Support Multimedia via object-relational DBMS technologies. b. Support complete multimedia, full-motion video via icon on the clinical workstation. DICTATION/TRANSCRIPTION: Public Health does not have a standard. Please describe the technical aspects of your proposed DICTATION/TRANSCRIPTION solution in ATTACHMENT D. a. Support integrated/interfaced voice dictation via icon on the clinical workstation. b. Support integrated/interfaced speech recognition via icon on the clinical workstation.

BAR CODING:

3. PERIPHERAL ARCHITECTURE

PRINTERS:

SCANNERS:

FAX:

in chronological order.

IMAGE DATA STORAGE:

MULTIMEDIA/VIDEO:

a. STANDARDS

Public Health does not have a standard.

COMMENTS

IN DEVELOPMENT available by July 200 **TECHNICAL ENVIRONMENT** TECHNICAL ARCHITECTURE POINTS AWARDED 2 1 0 Please describe the technical aspects of your proposed BAR CODING/SCANNING solution in ATTACHMENT D. b. Print Bar Code at the bottom of every printed Patient Specific document. 1. The WEB architecture must adhere to King County Public Health standards, as defined below: Public Health Standard is Microsoft, Windows based, Internet Explorer. Please describe the technical aspects of your proposed WEB ARCHITECTURE in ATTACHMENT E. 2. The vendor must comply with the Health Insurance Portability and Accountability Act (HIPAA) security standards. 3. Provide internet browser enabled user access to all EHR functionality. 1. The Network architecture must adhere to King County Public Health standards, as defined below: Public Health standard is Microsoft NT 4.0 scalable to Active Directory and Netware 6.5 for file and print access. Please describe the technical aspects of your proposed NETWORK ARCHITECTURE in ATTACHMENT F. 2. Network connections must be secure. Electronic communications must have a security function to only allow authorized communication and access. 1. The EHR Application software must adhere to King County Public Health standards, as defined below: Public Health standard is a multi-tiered, .Net based application. The application must maintain security logs; it must log events to a syslog or event log of a server. Please describe the APPLICATION ARCHITECTURE in ATTACHMENT G. 1. The use of Third Party software in support of the EHR must adhere to King County Public Health standards, as defined below: Public Health standard is a multi-tiered, .Net based application It must integrate with Active Directory or LDAP for authorization for login. It must not be a proprietary authentication scheme. Please describe the any THIRD PARTY SOFTWARE required in ATTACHMENT G. 1. The system must have restricted access to only authorized users via User Ids and encrypted passwords. 2. The system will not display any type of data prior to successful login. The system will have a warning banner (i.e. acknowledge confidential medical record information) displayed prior to or after the log in where the user must acknowledge the warning banner prior to gaining access to the data.

7. DATABASE ARCHITECTURE

c. APPLICATION SECURITY

a. Support bar coding technology.

Transmission of data must be encrypted

4. WEB ARCHITECTURE a. STANDARDS

5. NETWORK ARCHITECTURE

6. APPLICATION ARCHITECTURE

b. THIRD PARTY SOFTWARE

Must run at the User level on the desktop.

a. STANDARDS

a. STANDARDS

a. STANDARDS

1. The Database software must adhere to King County Public Health standards, as defined below:

TECHNICAL ENVIRONMENT TECHNICAL ARCHITECTURE

POINTS AWARDED

Public Health standard is MS-SQL, structured to allow ad-hoc reporting via 3rd party reporting tools.	
It must allow for direct database access through select statements and stored procedures.	

b. DATABASE STRUCTURE (Data Warehouse)

- 1. Fully Relational Database
- 2. Third Normal Form (Minimum)
- 3. Provide entity-relationship diagrams indicating relationships among tables, including keys.
- a. How are primary database keys defined?
- b. How does database structure affect processing and display time?
- 3. Database structure allows users to access needed data where and when needed.
- 4. Provides for Clinical Data Integrity.
 - a. Ability to provide views of data for reliability/validity checking.
 - b. Tools or processes in place to assist in validating clinical data integrity.
 - c. Database structure provides support to JHS to meet regulatory requirements.
 - d. Provides ability to define Maximum Data Set (per HIPAA Requirements).
 - e. Comply with the evolving standards for the Computer-Based Patient Record from the Institute of Medicine.
- 5. Provide extensive editing of data entered in the EHR to guarantee data quality:
 - a. Standard editing.
 - b. User defined editing.
- 6. Database structure allows incorporation of "user defined data" not already included in the standard database sets.
 - a. Database upgrades maintain data integrity of "user defined data".
- Supports a master terminology index which designates a single, unambiguous standard term for each commonly used medical term, diagnosis, observation, intervention, etc.
- 8. Thesaurus translates acceptable abbreviations, synonyms, shorthand and common misspellings for the standard terms.
- 9. Application provides a configuration option that suggests standard terms whenever a non-standard term is used.
- 10. Provide standardized coding (I.e. ICD9) of data elements to allow reporting and analysis.
- 11. Provide lifetime patient record, including:
 - a. Unlimited number of patients in the database.
 - b. Unlimited number of encounters per patient.
- 12. Provide two separate databases: active database and archival.
- 13. Maintenance and upgrades do not interfere with JHS clinical and business processes.
- 14. Provide export capabilities to the following file formats:
 - a. Excel
 - b. Comma delimited Text File
 - c. SAS
 - d. Access

8. INTERFACE ENGINE

a. STANDARDS

1. The Interface Engine must adhere to King County Public Health standards, as defined below:

				r age c
CURRENTLY AVAILABLE fully meets requirements	CURRENTLY AVAILABLE partially meets requirements	IN DEVELOPMENT available by July 2005	NOT AVAILABLE	COMMENTS
2	1	1	0	

TECHNICAL ENVIRONMENT

TECHNICAL ARCHITECTURE

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	CURRENTLY AVAILABLE fully meets requirements	CURRENTLY AVAILABLE partially meets requirements	IN DEVELOPMENT available by July 2005	NOT AVAILABLE	COMMENTS
POINTS AWARDED	2	1	1	0	

Public Health standard is Openlink.	HL7 interfaces preferred.
Vendor proprietary interface is not a	n ontion

- 2. Provide support for Application Level Transaction Standards relevant to the medical industry including, but not limited to the following:
- a. HL7
- b. DICOM
- 3. Comply with the Health Insurance Portability and Accountability Act (HIPAA) security standards.
- 4. Perform security checks on messages passed between application systems.
- 5. Protect application definitions, routing information, and interface message definition from unauthorized access.
- 6. Provide ability for the interface engine to serve as a security manager by providing a menu of authorized applications based on the user's sign-on ID.
- 7. Support the use of encryption for messages passed between systems.
- 8. Support the use of centralized authentication servers as part of access control.
- 9. Support the use of multiple levels of user ID and password access control.
- 10. System provides a console lock with keyboard inactivity timeout.

b. PERFORMANCE and RELIABILITY:

- 1. Provide around-the-clock (24 hours per day, 7 days per week) interface engine operation.
- 2. Provide ability to add new interfaces, devices, and applications without taking down the interface engine.
- 3. Provide ability to add new interfaces, devices, and applications without vendor involvement.
- 4. Provide ability to log messages for recovery and error correction.
- 5. Provide ability to dial beepers or phones, and send electronic mail, as well as notify the interface engine console when interface failures occur.
- 6. Provide an automated mechanism for re-synchronizing the transaction flow when bringing up a new receiving system or after a failure.
- 7. Provide system redundancy and fail-safe mechanisms.
- 8. Provides the ability to share tasks across multiple interface engine systems with hardware and application fail over occurring without manual
- 9. Failed transactions may be examined online and corrected by authorized personnel prior to retransmission.

c. DATA CAPTURE:

- 1. Perform capture of simultaneous data transaction streams from multiple senders within the network.
- 2. System provides 'pre-packaged' communication clients to acquire and send data from/to major information systems in use at the County, including:
 - a. DAJD (XKMS): inmate demographics.
- b. Signature: Billing System & Demographics.
- c. Rx (FSI): Pharmacy system.
- d. Harborview Radiology: Orders, Scheduling, Results, PACS
- e. MLAB Laboratory: Orders, Scheduling, Results
- f. KC Data Warehouse
- g. Referrals to external organizations

d. DATA MANIPULATION:

- 1. Allow data from a sender to be manipulated before being passed onto the receiver(s):
 - a. Translate from 1 value to another
 - b. Assemble discrete data elements into 1
 - c. Coordinate discrete messages into 1

TECHNICAL ENVIRONMENT TECHNICAL ARCHITECTURE

d. Hold for future action or state

- e. Sub-string text
- f. Convert data types (e.g., text->numeric)
- g. Change element length
- h. Format (e.g., adding dashes to a phone number)
- 2. Provide tools to create routines that automatically modify the content of messages, and perform message routing.
- 3. Allow a single input transaction to be broadcast to multiple receivers.
- 4. Allow different data manipulation mappings and formats for each broadcast message and each receiver message.
- 5. Provide facilities for complex data conversions including:
- a. Database lookups
- b. Conditional operations
- 6. Provide ability to route messages to various combinations of applications and platforms based upon message content and pre-defined rules.

e. DATA TRANSMISSION:

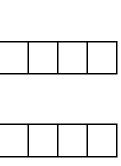
- 1. Provide ability to "store and forward" messages when receiver is down without manual intervention.
- 2. Provide ability to resend transactions, on demand, for a given time period.
- 3. Provide alert notification if a scheduled sender does not transmit.
- 4. Provide alert notification for messages stored for a period greater than a user-definable period of time.

f. PERFORMANCE MONITORING and OPTIMIZATION:

- 1. Allow messages to be displayed and/or written to a file for debugging purposes.
- 2. Provide facilities for auditing and performance monitoring.
- 3. Provide ability to prioritize messages and transactions depending on content or source of message.
- 4. Provide for log retention for user-defined periods.
- 5. Provide ability to export logs to standard database formats, including, but not limited to the following:
 - a. Microsoft Access
 - b. Comma delimited ASCII
- c. Microsoft Excel
- 6. Provide summary reporting regarding performance of the interface engine.
 - a. Provide cumulative performance reporting for day, week, month, quarter, year, or other user-defined periods.
 - b. Provide ability to display graphically the performance data on screen and in printed output.
 - c. Provide graphical user interface display of gateway status, activity, and performance.
- 7. System provides for ability to down the interface engine and maintains ability to restart transmissions after service resumption.
- 8. System provides an authorized user the ability to halt a transaction in progress without loss of the message data.
- 9. System provides an authorized user the ability to reorder or modify transactions in the queue.

g. BUILDING INTERFACES:

- 1. Provide a graphic user interface for specifying data mappings and control functions.
- 2. Provide the ability to trap an incoming message for mapping definition through population of list boxes.
- 3. Track and report on fields available and used in designing mapping relationships.
- 4. Can interface easily to other King County systems to enter and display needed information
- 5. Can interface easily to systems outside of King County to enter and display needed information



POINTS AWARDED

TECHNICAL ENVIRONMENT TECHNICAL ARCHITECTURE

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	CURRENTLY AVAILABLE fully meets requirements	CURRENTLY AVAILABLE partially meets requirements	IN DEVELOPMENT available by July 2005	NOT AVAILABLE	COMMENTS
POINTS AWARDED	2	1	1	0	

- 6. The interfaces must be standard, reusable, and maintainable.
- 7. The system must be designed and programmed to send and/or receive standard messages through an interface engine when there is a requirement to exchange data with other applications running on different systems. This requirement covers both real-time transaction and batch interfaces, inhouse developed and vendor-supplied applications.
- 8. The system (i.e. interface engine) must be able to route interface transactions to the Production environment and/or the Test environment (et. al. environments).
- 9. The system must support current health industry and telecommunications standards such as HL7, DICOM, EDI (X.12), and HIPAA.

9. EHR SYSTEM PERFORMANCE and RELIABILITY

- 1. The system must be capable of efficiently completing transactions (send/receive cycle).
 - a. Response times: in 2 seconds or less 99 percent of the time.
 - b. Sub-second response time 98 percent of the time.
 - c. Available 99.99 percent of the time.
- 2. The system must capable of handling thousands of concurrent users.
- 3. The system must be scalable enough to handle future increases in volumes.
- 4. Ability to perform backups without taking any portion of the system down.

TOTAL POINTS

SECTION II: PART 4 - PROPOSER REQUIREMENTS

2-4-1 Company Profile and Financial Information - (RESPONSE REQUIRED)

The vendor shall submit a company profile and financial information using **Attachment H** that includes the following:

- A. Company's full name and location (address) of the Company's headquarters;
- B. Location of company offices and service (including the data) center that would be pertinent to your proposal, including numbers and types of staff at these locations;
- C. Company Profile & Viability
 - 1. Company Type (i.e. public, private)
 - 2. Length of time the company has been in the EHR software business;
 - 3. A brief history and profile of the Company;
 - 4. Company founders and whether they are still with the company;
 - 5. Current Company leadership;
 - 6. Provide proof of financial stability as evidenced by supplying a set of current audited financial statements including, but not limited to, Income Statement, Balance Sheet, Cash Flow Statement, Notes to the Financial Statements, and the Management Discussion & Analysis. (If the Vendor cannot provide an audited financial statement, it may provide a reasonable equivalent. However, if King County cannot extract from the information provided, a clear indication of the Vendor's financial stability, this may be prejudicial to the Vendor's Proposal.).
 - Brief description of your target market and reasons for this strategy;

D. Customer Base

- 1. Number of clients (including number of clients similar in "size and complexity" of SKCDPH; and, number of clients similar in "size and complexity" of JHS).
- Customer feedback statements from pleased and troubled clients, including the name of the client.
- E. Development Direction, Vision, Strategy
 - 1. Describe Company vision, strengths, development strategy and direction.
 - 2. Indicate why the Vendor considers itself to be the "right" Vendor and what key strengths it will bring to King County.
- F. Acquisitions and Strategic Partners

2-4-2 <u>References – (RESPONSE REQUIRED)</u>

Using the form provide in **Attachment I** the Vendor shall provide the names of at least six (6) current customers with whom they have entered into a similar agreement as is being requested in this RFP. Of the six client references:

- A. Three (3) shall be from the Public Health sector (Attachment I-A), preferably with multiple facilities and with citizen populations over 1,000,000 in which the client has implemented the systems in the past two years.
- B. Three (3) shall be from the Correctional Health sector (Attachment I-B), preferably with multiple facilities and with inmate populations over 2,200 in which the client has implemented the systems in the past two years.

Such proof shall consist of:

The Company name and address;

The Contact name, telephone number, fax number, and e-mail address;

The start date for the Contract;

The value of the Contract;

The products, with a brief product description, utilized.

King County may also need to visit customer site references that are using the proposed EHR system. Any expenses required for King County staff to visit site references will be at King County's expense.

2-4-3 Management Reports – (COUNTY REQUIRED)

The Contractor shall supply monthly management reports detailing and summarizing activities for the previous month and year-to-date.

The Proposer shall provide sample reports or a detailed description of their management reports. These reports shall be delivered electronically and may be requested in a specific format to be defined by King County, for example Microsoft EXCEL or WORD formats.

2-4-4 Account Manager – (COUNTY REQUIRED)

The successful bidder shall provide the County with a toll-free telephone number and shall name a single, dedicated account representative to provide a communication channel between the vendor and King County. The account representative shall be responsible for coordinating all aspects associated with the Contract and those services will be provided at no additional cost to the County. The Account

Manager shall be responsible to work with County staff to resolve issues and prepare/report performance evaluation statistics on a monthly basis.

The Account Manager shall have led the implementation of at least one (1) of the clients listed in **Attachment I**.

The Proposer will provide the name, location telephone number and a brief biography of that Account Manager identified to work with King County in **Attachment J**.

2-4-5 Project Manager (RESPONSE REQUIRED)

The successful bidder shall provide the County with a toll-free telephone number and shall name a single, dedicated Project Manager to lead the implementation and provide a communication channel between the vendor and King County. The Project Manager shall be responsible for coordinating all aspects associated with the successful Implementation of the EHR and those services will be provided at no additional cost to the County. The Project Manager shall be responsible to work with County staff on a daily basis.

The Project Manager shall have led the implementation of at least one (1) of the clients listed in **Attachment I**.

The Proposer will provide the name, location telephone number and a brief biography of that Project Manager identified to work with King County in **Attachment J**.

2-4-6 <u>Implementation, Training, and Support Teams – (RESPONSE REQUIRED)</u>

The successful bidder shall provide the County with additional personnel necessary to successfully implement the EHR. Such personnel may include, but not limited to the following:

- A. AHIMA Certified Medical Records Staff
- B. Other Implementation Support Team Members
- C. Training Team (please describe your training approach for the proposed system)
- D. Programming Staff
- E. Help Desk Support (please describe your Help Desk Support and include your Service Level Agreements)
- F. Other Resources

The Proposer will provide a list of the additional Team Members/Functions supplied by the vendor in support of the EHR implementation and on-going support of the system in **Attachment J**.

2-4-7 Project Plan – (RESPONSE REQUIRED)

Description: Typical elements of a detailed schedule for the next project phase are a Gantt chart that

has been resource-loaded, showing project phases, tasks, resources assigned to these

tasks, deliverables, milestones, and begin and end dates for the work

Tool: MS-Project Template

The Proposer shall supply a sample Project Plan as Attachment K.

SECTION II: PART 5 - PRICING

- A. All pricing information shall be quoted in U.S. Dollars.
- B. Provide complete pricing information on a unit basis.
- C. Complete the *Price Detail Sheet*, **Attachment A**, in the format provided.
- D. Provide all Contracts associated with Attachment A.

ATTACHMENT A: DETAIL PRICING SHEET

CATEGORY	LICENSE TERMS	COMMENTS	INITIAL COST	ANNUAL COSTS	OTHER COSTS
ASP Model:					
Hardware Costs: Server Architecture Costs Desktop Architecture Costs Peripheral Architecture Costs Printers Scanners Fax Image Storage Multimedia/Video Dictation/Transcription Bar Coding Other					
Database Costs:					
Interface Engine Costs:					
Network Costs:					
Application Software					

CATEGORY	LICENSE TERMS	COMMENTS	INITIAL COST	ANNUAL COSTS	OTHER COSTS
(list by Product/Module):					
Third Party Software (list by Product/Module):					
Interface Costs (list by Product/Module):					
Training Costs: Initial On-Going Travel & Expenses					
Vendor Project Team Costs: Initial On-Going Travel & Expenses					
Other Costs:					

ATTACHMENT B:	SERVER ARCHITECTURE
	SERVER SCHEMATIC
	Please insert proposed SERVER SCHEMATIC here.

Narrative:

ATTACHMENT C:	DESKTOP ARCHITECTURE						
	DESKTOP ARCHITECTURE						
	MINIMUM DESKTOP SPECIFICATIONS						
	Please insert minimum DESKTOP specifications here.						
	DESIREABLE DESKTOP SPECIFICATIONS						
	Please insert desirable DESKTOP specifications here.						

ATTACHMENT D: PERIPHERAL ARCHITECTURE						
PERIPHERAL ARCHITECTURE						
PRINTER SPECIFICATIONS						
Please insert PRINTER specifications here.						
SCANNER SPECIFICATIONS						
Please insert SCANNER specifications here.						
FAX SPECIFICATIONS						
Please insert FAX specifications here.						
IMAGE DATA STORAGE SPECIFICATIONS						
Please insert IMAGE DATA STORGAE specifications here.						
MULTI-MEDIA/VIDEO SPECIFICATIONS						
Please insert MUTLI-MEDIA VIEDEO specifications here.						
DICTATION/TRANSCRIPTION SYSTEM & CONFIGURATION						
Please insert DICTATION/TRANSCRIPTION SYSTEM & specifications here.						
BAR CODING SPECIFICATIONS						
Please insert BAR CODING specifications here.						

ATTACHMENT E:	WEB ARCHITECTURE
	WEB ARCHITECTURE
	WEB SPECIFICATIONS
	Please insert WEB specifications here.

ATTACHMENT F:	NETWORK ARCHITECTURE
	NETWORK ARCHITECTURE
	NETWORK SPECIFICATIONS
	Please insert NETWORK specifications here.

ATTACHMENT G:	APPLICATION ARCHITECTURE						
	APPLICATION ARCHITECTURE						
	APPLICATION SPECIFICATIONS						
	Please insert APPLICATION specifications here.						
THIRD PARTY APPLICATION SPECIFICATIONS							
	Please insert THIRD PARTY APPLICATION specifications here.						

ATTACHMENT H: COMPA	NY PROFILE					
COMPANY NAME	COMPANY PROFILE &VIABILITY	CUSTOMER BASE	DEVELOPMENT DIRECTION, VISION, STRATEGY	ACQUISITIONS STRATEGIC PARTNERS		
Name:	Company Type:	Number of Clients:	Vision:	Policy:		
Address:	Years in Business:	 Correctional Health: Public Health:	Strength:	Acquisitions:		
Location:	<u>History:</u>	Customer Feedback:	Strategy:	Acquired:		
		Pleased clients:	<u>Development Direction:</u>	Sold:		
	Profile:	Quote: • Troubled clients:	"Right" Vendor for SKCPH & JHS:	Strategic Partners:		
	Founders:	Quote:				
	<u>Leadership:</u>					
	Finance:					

Marketing practice:

ATTACHMENT I-A REFERENCES (Public Health)

			CONTRACT		
REFERENCE	CUSTOMER	CONTACT	START DATE	VALUE	PRODUCTS/DESCRIPTION
		PUBLIC HEALH REFERENC	ES		
1.	Company Name: Address:	Name: Phone: Fax: E-Mail:			1. 2. 3. 4. 5.
2.	Company Name: Address:	Name: Phone: Fax: E-Mail:			1. 2. 3. 4. 5.
3.	Company Name: Address:	Name: Phone: Fax: E-Mail:			1. 2. 3. 4. 5.

ATTACHMENT I-B: REFERENCES (Correctional Health)

	CUSTOMER		CONT	RACT	
REFERENCE		CONTACT	START DATE	VALUE	PRODUCTS/DESCRIPTION
		CORRECTIONAL HEALTH REFE	RENCES		
1.	Company Name: Address:	Name: Phone: Fax: E-Mail:			1. 2. 3. 4. 5.
2.	Company Name: Address:	Name: Phone: Fax: E-Mail:			1. 2. 3. 4. 5.
3.	Company Name: Address:	Name: Phone: Fax: E-Mail:			1. 2. 3. 4. 5.

ATTACHMENT J: PROPOSER PROJECT TEAM

POSITION	TEAM MEMBER	ROLE	BIOGRAPHY
ACCOUNT MANAGER	Name: Title: Phone: Fax: E-Mail:		
PROJECT MANAGER	Name: Title: Phone: Fax: E-Mail:		
AHIMA Certified Medical Record Staff	Name: Title: Role:		
OTHERS	Name: Title: Role:		
	Name: Title: Role:		
	Name: Title: Role:		
	Name: Title: Role:		

ATTACHMENT K: PROJECT PLAN (sample)

Description: Typical elements of a detailed schedule for the next project phase are a Gantt chart that has been resource-loaded, showing project phases, tasks, resources assigned to these

tasks, deliverables, milestones, and begin and end dates for the work

Tool: MS-Project Template

										Мо	nth 1		
WBS	Task Name	Duration	Start	Finish	Est Work	Resource	% Comp	W-1	W1	W2	W3	W4	W5
0	MS-Project Template	55 days	9/3/01	11/16/01	544 hrs		0%				•		
1	Work Area 1	20 days	9/3/01	9/28/01	200 hrs		0%					\vee	4
1.1	Task 1	5 days	9/3/01	9/7/01	40 hrs	Team Member1	0%			eam	Membe	r 1	
1.2	Task 2	10 days	9/10/01	9/21/01	80 hrs	Team Member2	0%					Team I	Memb
1.3	Task 3	10 days	9/17/01	9/28/01	80 hrs	Team Member3	0%						Team
1.4	Deliverable 1 Complete	0 days	9/28/01	9/28/01	0 hrs		0%					\Diamond	
2	Work Area 2	23 days	10/1/01	10/31/01	224 hrs		0%						
2.1	Task 1	5 days	10/1/01	10/5/01	40 hrs	Team Member3	0%						
2.2	Task 2	5 days	10/8/01	10/12/01	40 hrs	Team Member2	0%						
2.3	Task 3	18 days	10/8/01	10/31/01	144 hrs	Team Member1	0%						
2.4	Deliverable 2 Complete	0 days	10/31/01	10/31/01	0 hrs		0%						
3	Work Area 3	15 days	10/29/01	11/16/01	120 hrs		0%						

Insert Project Plan here:

SECTION III – STANDARD TERMS AND CONDITIONS

If a contract is awarded from this Request for Proposal, it will contain, at a minimum, the following contract language:

PART 1 - Administration

This Contract is between the County and the Contractor who shall be responsible for providing the Work described herein. The County is not party to defining the division of Work between the Contractor and its Subcontractors, if any, and the Scope of Work has not been written with this intent.

The Contractor represents that it has or shall obtain all personnel, materials and equipment required to perform Work hereunder. Such personnel shall not be current or former employees of the County without the written approval of the County. Any current or former County employee who is involved, or becomes involved, in the performance of the Contract shall be disclosed; and the County shall determine whether conflicts of interest or ethical violations exist under the circumstances.

The Contractor's performance under this Contract may be monitored and reviewed by a Project Manager appointed by the County. Reports and data required to be provided by the Contractor shall be delivered to the Project Manager. Questions by the Contractor regarding interpretation of the terms, provisions and requirements of this Contract shall be addressed to the Buyer or Project Manager for a response.

PART 2 - Contract Changes

No oral order or conduct by the County shall constitute a change to the Contract – neither an Administrative Change nor a Contract Amendment. Both parties shall agree to Contract changes in writing.

If any Contract change causes an increase or decrease in the cost of, or the time required for performance of any part of the Work under this Contract, an equitable adjustment in the Contract price, the project schedule, or both shall be made and the Contract and all related purchase orders(s) modified and agreed to in writing by both parties. Every Contract change may require a Cost/Price Analysis to determine the reasonableness of the proposed adjustments to Contract price or schedule. Contract changes do not require notice to sureties by County.

Ref: King County CON 7-8-1 (AEP).

PART 3 - Cost or Price Analysis

The County may require Cost or Price Analysis for the evaluation of Contract changes, terminations and revisions to Contract requirements or other circumstances as determined by the County.

PART 4 - Termination for Convenience / Default/ Non-Appropriation

A. Termination for Convenience

The County for its convenience may terminate this Contract, in whole or in part, at any time by written notice sent certified mail, return receipt requested, to the Contractor. After receipt of a Notice of Termination ("Notice"), and except as directed by the County, the Contractor shall immediately stop Work as directed in the Notice, and comply with all other requirements in the Notice. The Contractor shall be paid its costs, including necessary and reasonable Contract closeout costs and profit on that portion of the Work satisfactorily performed up to the date of termination as specified in the notice. The Contractor shall promptly submit its request for the termination payment, together with detailed supporting documentation. If the Contractor has any property in its possession belonging to the County, the Contractor shall account for the same and dispose of it in the manner the County directs. All termination payment requests may be subject to Cost or Price Analysis to determine reasonableness and compliance with the Contract, applicable laws and regulations.

B. Termination for Default

If the Contractor does not deliver Work in accordance with the Contract, or the Contractor fails to perform in the manner called for in the Contract, or if the Contractor fails to comply with any material provisions of the Contract, the County may terminate this Contract, in whole or in part, for default as follows:

- A "Notice to Cure" shall be served on the Contractor by certified mail (return receipt requested) or
 delivery service capable of providing a receipt. The Contractor shall have ten (10) Days to cure the
 default or provide the County with a detailed written plan, which indicates the time and methods
 needed to bring the Work into compliance and cure the default.
- If the Contractor has not cured the default or the plan to cure the default is not acceptable to the County, the County may terminate the Contract. Termination shall occur by serving a Notice of Termination by certified mail (return receipt requested) or delivery service capable of providing a receipt on the Contractor setting forth the manner in which the Contractor is in default and the effective date of termination.
- The Contractor shall only be paid for Work delivered and Accepted, or Work performed in accordance with the manner of performance set forth in the Contract less any damages to the County caused by or arising from such default. All termination payment requests are subject to Cost or Price Analysis to verify compliance with the Contract, applicable laws and regulations.

- The termination of this Contract shall in no way relieve the Contractor from any of its obligations under this Contract nor limit the rights and remedies of the County hereunder in any manner.
- King County may immediately terminate this Contract by written notice to the Contractor and may regard the Contractor as in default of this Contract if the Contractor becomes insolvent, makes a general assignment for the benefit of creditors, files a voluntary petition of bankruptcy, suffers or permits the appointment of a receiver for its business or assets, or becomes subject to any proceeding under any bankruptcy or insolvency law, whether domestic or foreign, or has wound up or liquidated, voluntarily or otherwise. In the event that any of the above events occurs, the Contractor shall immediately notify the County of its occurrence.

C. Termination for Non-Appropriation

If expected or actual funding is withdrawn, reduced or limited in any way prior to the termination date set forth in this Contract or in any amendment hereto, the County may, upon written notice to the Contractor, terminate this Contract in whole or in part.

In accordance with King County Code 4.04.040B.6, payment shall not exceed the appropriation for the year in which termination is effected. If the Contract is terminated for non-appropriation:

- 1. The County shall be liable only for payment in accordance with the terms of this Contract for Services rendered prior to the effective date of termination; and,
- 2. The Contractor shall be released from any obligation under this contract or a related Purchase Order to Provide further Work pursuant to the Contract as are affected by the termination.

Funding under this Contract beyond the current appropriation year is conditional upon the appropriation by the County Council of sufficient funds to support the activities described in this Contract. Should such an appropriation not be approved, the Contract shall terminate at the close of the current appropriation year. The appropriation year ends on December 31 of each year.

PART 5 - Force Majeure

The term "force majeure" shall include, without limitation by the following enumeration: acts of nature, acts of civil or military authorities, terrorism, fire, accidents, shutdowns for purpose of emergency repairs, industrial, civil or public disturbances, causing the inability to perform the requirements of this Contract. If any party is rendered unable, wholly or in part, by a force majeure event or any other cause not within such party's control, to perform or comply with any obligation or condition of this Contract, upon giving notice and reasonably full particulars to the other party, such obligation or condition shall be suspended only for the time and to the extent commercially practicable to restore normal operations. In the event the Contractor ceases to be excused pursuant to this provision, then the County shall be entitled to exercise any remedies otherwise provided for in this Contract, including Termination for Default. Whenever a force majeure event causes the Contractor to allocate limited resources between or among the Contractor's customers, the County shall receive no less priority in respect to such allocation than any of the Contractor's other customers.

PART 6 - Washington State Sales Tax

The County shall make payment directly to the State for all applicable State sales taxes in case the Contractor is not registered for payment of sales taxes in the State of Washington. If the Contractor is so registered, it shall add the sales tax to each invoice and upon receipt of payment from the County, promptly remit appropriate amounts to the State of Washington.

PART 7 - Taxes, Licenses, and Certificate Requirements

This Contract and any of the Work Provided hereunder is contingent and expressly conditioned upon the ability of the Contractor to provide the specified goods or Services consistent with applicable federal, state or local laws and regulations. If, for any reason, the Contractor's required licenses or certificates are terminated, suspended, revoked or in any manner modified from their status at the time this Contract becomes effective, the Contractor shall notify the County immediately of such condition in writing.

The Contractor and Subcontractor(s) shall maintain and be liable for all taxes (except sales/use taxes), fees, licenses permits and costs as may be required by applicable federal, state or local laws and regulations as may be required to provide the Work under this Contract.

PART 8 - Assignment

Neither party shall assign any interest, obligation or benefit under or in this Contract or transfer any interest in the same, whether by assignment or novation, without prior written consent of the other party. If assignment is approved, this Contract shall be binding upon and inure to the benefit of the successors of the assigning party. This provision shall not prevent Contractor from pledging any proceeds from this Contract as security to a lender so long as King County Policy Fin10-1 (AP), paragraph 6.1.3 is followed. An assignment shall be accepted by either party upon the posting of all required bonds, securities and the like by the assignee, and the written agreement by assignee to assume and be responsible for the obligations and liabilities of the Contract, known and unknown, and applicable law.

PART 9 - Indemnification and Hold Harmless

A. Patent and Copyright Indemnity

The Contractor shall protect, indemnify, defend and save harmless the County from any and all claims or lawsuits alleging a violation of a third party's copyright or patent rights. So long as the County gives Contractor prompt notice of any infringement claim brought against the County regarding the Software and the County gives Contractor information, reasonable assistance, and sole authority to defend or settle any infringement claim, then, in the defense or settlement of an infringement claim, Contractor shall, in its reasonable judgment and at its option and expense: (i) obtain for the County the right to continue using the Software; (ii) replace or modify the Software so that it becomes noninfringing while giving equivalent performance; or (iii) if Contractor cannot obtain the remedies in (i) or (ii), the parties may proceed to a court of competent jurisdiction to determine the amount of fees that shall be returned to the County. Contractor shall have no liability to indemnify or defend the County to the extent the alleged infringement is based on: (i) a modification of the Software the County or others authorized by the County but not by the contractor; or (ii) use of the Software other than in accordance with the Documentation. If the County is required to defend itself or enter into a settlement agreement due to Contractor's failure to defend, Contractor shall indemnify the County for its costs and expenses as well as any judgment entered against the County.

B. Indemnification For All Other Actions

Contractor shall protect, defend, indemnify and save harmless the County, its officers, employees and agents from any and all costs, claims, judgments, and/or awards of damages for injuries to Persons and/or damage to tangible property, arising out of or in any way resulting from the acts or omissions of the Contractor its officers, employees and/or agents. Contractor's indemnification obligation shall include but is not limited to, all claims against the County by an employee or former employee of the Contractor or its Subcontractors, and the Contractor expressly waives by mutual negotiation, with respect to the County only, all immunity and limitation on liability under any industrial insurance act, including Title 51 RCW, other worker's compensation act, disability benefit act, or other employee benefit act of any jurisdiction which would otherwise be applicable in the case of such claim. In the event the County incurs any costs including attorneys' fees to enforce the provisions of this subsection, all such costs and fees shall be recoverable from the Indemnitor.

C. Limitation of Liability

Except for the County's intentional and willful violations of Contractor's intellectual or proprietary rights, which can be attributed to the County management, and injuries to persons by either party, neither party shall be liable for any indirect, incidental, special or consequential damages, including but not limited to lost data or profits, however arising, even if it has been advised of the possibility of such damages. Excluding damages incurred under the paragraphs A and B, either party's liability for damages to the other under the Contract shall be limited to (TBD in contract negotiations) times the value of the contract or one million dollars whichever is greater. The parties agree to the allocation of liability of risk set forth in this subsection.

PART 10 - Applicable Law and Forum

Except as hereinafter specifically provided, this Contract shall be governed by and construed according to the laws of the State of Washington, including, but not limited to, the Uniform Commercial Code, Title 62A RCW. Any claim or suit concerning this Contract may only be filed in either the King County Superior Court or U.S. District for the Western District of Washington, in Seattle.

PART 11 - Conflicts of Interest and Non-Competitive Practices

A. Conflict of Interest

By entering into this Contract to perform Work, the Contractor represents that it has no direct or indirect pecuniary or proprietary interest, and that it shall not acquire any interest that conflicts in any manner or degree with the Work required to be performed under this Contract. The Contractor shall not employ any Person or agent having any conflict of interest. In the event that the Contractor or its agents, employees or representatives hereafter acquires such a conflict of interest, it shall immediately disclose such conflict to the County. The County shall require that the Contractor take immediate action to eliminate the conflict up to and including termination for default.

B. Contingent Fees and Gratuities

By entering into this Contract to perform Work, the Contractor represents that:

- No Persons except as designated by Contractor shall be employed or retained to solicit or secure this Contract with an agreement or understanding that a commission, percentage, brokerage, or contingent fee would be paid.
- 2. No gratuities, in the form of entertainment, gifts or otherwise, were offered or given by the Contractor or any of its agents, employees or representatives, to any official, member or employee of the County or other governmental agency with a view toward securing this Contract or securing favorable treatment with respect to the awarding or amending, or the making of any determination with respect to the performance of this Contract.
- 3. Any Person having an existing contract with the County or seeking to obtain a contract who willfully attempts to secure preferential treatment in his or her dealings with the County by offering any

valuable consideration, thing or promise, in any form to any County official or employee shall have his or her current contracts with the County canceled and shall not be able to bid on any other County contracts for a period of two (2) years.

C. Disclosure of Current and Former County Employees

To avoid any actual or potential conflict of interest or unethical conduct:

- County employees or former County employees are prohibited from assisting with the preparation of proposals or contracting with, influencing, advocating, advising or consulting with a third party, including Contractor, while employed by the County or within one (1) year after leaving County employment if he/she participated in determining the Work to be done or processes to be followed while a County employee.
- Contractor shall identify at the time of offer current or former County employees involved in the
 preparation of proposals or the anticipated performance of Work if awarded the Contract. Failure to
 identify current or former County employees involved in this transaction may result in the County's
 denying or terminating this Contract.
- 3. After Contract award, the Contractor is responsible for notifying the County's Project Manager of current or former County employees who may become involved in the Contract any time during the term of the Contract.

Ref: K.C.C. 3.04.015, 3.04.20, 3.04.30, 3.04.035, 3.04.060

PART 12 - Disputes, Claims and Appeals

The Contractor shall address questions or claims regarding the Contract in writing to the Buyer and Project Manager, within ten (10) Days of the date in which the Contractor knows or should know of the question or claim. No claim by the Contractor shall be allowed if asserted after final payment under this Contract. No claim shall be allowed for any costs incurred more than ten (10) Days before the Contractor gives written notice, as required in this section. The Buyer and Project Manager shall ordinarily respond to the Contractor in writing with a decision, but absent such written response, the question or claim shall be deemed denied upon the tenth (10th) Day following receipt by the Buyer and Project Manager.

In the event the Contractor disagrees with the determination of the Buyer and Project Manager, the Contractor shall, within five (5) Days of the date of such determination, appeal the determination in writing to the Procurement and Contract Services Section Manager. Such written notice of appeal shall include all information necessary to substantiate the appeal. The Procurement and Contract Services Section Manager shall review the appeal and make a determination in writing, which shall be final. Appeal to the Procurement and Contract Services Section Manager shall be a condition precedent alternative dispute resolution or litigation.

Pending final decision of a dispute hereunder, the Contractor shall proceed diligently with the performance of the Contract and in accordance with the direction of the Buyer or Project Manager. Failure to comply precisely with the time deadlines under this subsection as to any claim shall operate as a waiver and release of that claim and an acknowledgment of prejudice to the County.

PART 13 - Mediation and Arbitration

Nothing in this subsection precludes any party from seeking relief at any time from King County Superior Court or the U.S. District Court for the Western District of Washington, in Seattle. If a dispute arises out of or relates to this Contract, or the breach thereof, and if said dispute cannot be settled through direct discussions, the parties agree to first endeavor to settle the dispute in an amicable manner by mediation. Thereafter, any unresolved controversy or claim arising out of or relating to this Contract, or breach thereof, may be resolved by arbitration, and judgment upon the award rendered by the arbitrator may be entered in either King County Superior Court or the U.S. District Court for the Western District of Washington, in Seattle.

PART 14 - Retention of Records, Audit Access and Proof of Compliance with Contract

A. Retention of Records

The Contractor and its Subcontractors shall maintain books, records and documents of its performance under this Contract in accordance with generally accepted accounting principles. The Contractor shall retain for six (6) years after the date of final payment under the Contract all financial information, data and records for all Work.

B. Audit Access

- Federal, state or County auditors shall have access to Contractor's and its Subcontractors' records for the purpose of inspection, Cost or Price Analysis, audit or other reasonable purposes related to this Contract. Federal, state or County auditors shall have access to records and be able to copy such records during the Contractor's normal business hours. The Contractor shall Provide proper facilities for such access, inspection and copying.
- 2. Audits may be conducted during or after the Contract period for purposes of evaluating claims by or payments to the Contractor and for any other reason deemed appropriate and necessary by the County. Audits shall be conducted in accordance with generally accepted auditing principles and/or

federal, state or County audit procedures, laws or regulations. The Contractor shall fully cooperate with the auditor(s).

3. If an audit is commenced more than sixty (60) Days after the date of final payment for Contract Work, the County shall give reasonable notice to the Contractor of the date on which the audit shall begin.

C. Proof of Compliance with Contract

The Contractor shall, upon request, provide the County with satisfactory documentation of the Contractor's compliance with the Contract.

In addition, the Contractor shall permit the County, and if federally funded, the FTA and the Comptroller General of the United States, or a duly authorized representative, to inspect all Work, materials, payrolls and other data and records involving the Contract.

Ref KCC 2.20.035, 2.20.040, 2.20.050, RCW 43.09.050, 43.88, 42.40.020, 42.40.040, 42.160.

PART 15 - Other Public Agency Orders

Other federal, state, county and local entities may utilize the terms and conditions established by this Contract. The County does not accept any responsibility or involvement in the purchase orders or contracts issued by other public agencies.

PART 16 - Recycled Products Policy

The County promotes the purchase and utilization of recycled material and products where available. Recycled material means material and byproducts, which have been recovered or diverted from solid waste disposal for the purpose of recycling. It does not include those materials and byproducts generated from, and commonly reused within, an original manufacturing process. In the event of similar pricing, availability and other factors affecting the solicitation, preference may be given to products containing recycled material.

Ref: KCC 10.14 and CON 7-1-2 (AEP).

PART 17 - Nondiscrimination and Equal Employment Opportunity

A. Nondiscrimination in Employment and Provision of Services

During the performance of this Contract, neither the Contractor nor any party subcontracting under the authority of this Contract shall discriminate nor tolerate harassment on the basis of race, color, sex, religion, nationality, creed, marital status, sexual orientation, age, or the presence of any sensory, mental, or physical disability in the employment or application for employment or in the administration or delivery of services or any other benefits under this Contract. King County Code Chapter 12.16 is incorporated herein by reference, and such requirements shall apply to this Contract.

B. Nondiscrimination in Subcontracting Practices

During the solicitation, award and term of this Contract, the Contractor shall not create barriers to open and fair opportunities to participate in County contracts or to obtain or compete for contracts and subcontracts as sources of supplies, equipment, construction and services. In considering offers from and doing business with Subcontractors and suppliers, the Contractor shall not discriminate against any person on the basis of race, color, creed, religion, sex, age, nationality, marital status, sexual orientation or the presence of any mental or physical disability in an otherwise qualified disabled person.

Ref: KCC 12.16.020.

C. Compliance with Laws and Regulations

The Contractor shall comply fully with all applicable federal, state, and local laws, ordinances, executive orders, and regulations that prohibit discrimination.

Unfair Employment Practices. King County Code Chapter 12.18 is incorporated by reference as if fully set forth herein and such requirements apply to this Contract.

D. Record-keeping Requirements and Site Visits

The County may, at any time, visit the project site, Contractor's and Subcontractors' offices to review records related to the solicitation, utilization, and payment to Subcontractors and suppliers in compliance with Executive Order 11246 as amended by Executive Order 11375. This provision includes compliance with any other requirements of this section. The Contractor shall provide all reasonable assistance requested by King County during such visits. The Contractor shall maintain, for six (6) years after completion of all work under this Contract, the following:

- 1. Records, including written quotes, bids, estimates or proposals submitted to the Contractor by all businesses seeking to participate on this Contract, and any other information necessary to document the actual use of and payment to Subcontractors and suppliers in this Contract.
- 2. The Contractor shall make the foregoing records available to the County for inspection and copying upon request. Any violation of the mandatory requirements of the provisions of this subsection shall be a material breach of contract, which may result in termination of this Contract or such other remedy as the County deems appropriate, including but not limited to damages or withholding payment.

E. Discrimination In Contracting

King County Code Chapter 12.17 is incorporated by reference as if fully set forth herein and such requirements apply to this Contract. During the performance of this Contract, neither Contractor nor any party subcontracting under the authority of this Contract shall discriminate or engage in unfair contracting practices prohibited by KCC 12.17.

F. Compliance with Section 504 of the Rehabilitation Act of 1973

For all contracts providing consulting, maintenance, training or other services, the Contractor shall complete a Disability Self-Evaluation Questionnaire. The 504/ADA Disability Assurance of Compliance will cover all programs and services offered (including any services not subject to this Contract) for compliance with Section 504 of the Rehabilitation Act of 1973, as amended ("504"), and the Americans with Disabilities Act of 1990 ("ADA"). The Contractor shall complete a 504/ADA Disability Assurance of Compliance within ten (10) Days after receiving written notice of selection. The Contractor shall retain a copy of the completed 504/ADA and submit to the Buyer the original final two (2) signed pages titled "504/ADA Disability Assurance of Compliance", which will be attached to the Contract.

Ref: KCC 12.16.060 D.

PART 18 - Disadvantaged Business Enterprise (DBE) Participation

- A. <u>Nondiscrimination 49 CFR part 26</u>. The Contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Contract. The Contractor shall carry out applicable requirements of 49 CFR, part 26 in the award and administration of United States Department of Transportation assisted contracts. Failure by the Contractor to carry out these requirements is a material breach of this Contract, which may result in the termination of this Contract or such other remedy, as the County deems appropriate.
- B. <u>DBE Program</u>. The County has determined that no DBE goal shall be established for this Contract. However, the County requires that the Contractor report any actual DBE participation on this Contract to enable the County to accurately monitor DBE program compliance.

Ref: KCC 28.20.

- C. <u>Efforts to Increase DBE Participation</u>. Even though this Contract has no DBE goal, the County still encourages Contractors to pursue opportunities for DBE participation. To that end, Contractors are encouraged to:
 - 1. Advertise opportunities for Subcontractors and suppliers in a manner reasonably designed to provide DBEs capable of performing the work with timely notice of such opportunities. All advertisements should include a provision encouraging participation by DBE firms and may be done through general advertisements (e.g., newspapers, journals, etc.) or by soliciting proposals directly from DBEs.
 - 2. Utilize the services of available minority community organizations, minority consultant groups, local minority assistance offices and organizations that provide assistance in the recruitment and placement of DBEs and other small businesses.
 - 3. Establish delivery schedules, where requirements of the contract allow and encourage participation by DBEs and other small businesses.
 - 4. Achieve DBE attainment through joint ventures.
- D. <u>DBE Listing.</u> A current list of DBE firms accepted as certified by the Washington State Office of Minority and Women's Business Enterprises (OMWBE) is available from that office at (360) 753-9693 or at www.omwbe.wa.gov. For purposes of this Contract, a DBE firm shall be certified by OMWBE as of the date and time of bid submittal.
- E. <u>Procedure Applicable when DBEs Are Utilized</u>. Concurrent with the use of any DBE Subcontractor or supplier the Contractor shall provide notice of such use in writing to the King County Business Development and Contract Compliance Section (BDCC). Upon receipt of said notice, BDCC shall provide the Contractor with the applicable procedures for counting DBE participation. Assistance with this section is available from BDCC at (206) 205-0700. Notice referenced herein should be delivered to the following address:

King County
Office of Business Relations and Economic Development
M.S. KCC-EX-0402
516 3rd Avenue, Room 550
Seattle, WA 98104-3271
Phone: 206-205-0700 Fax: 206-296-0194

PART 19 - Severability

Whenever possible, each provision of this Contract shall be interpreted to be effective and valid under applicable law. If any provision is found to be invalid, illegal or unenforceable, then such provision or portion thereof shall be modified to the extent necessary to render it legal, valid and enforceable and have the intent and economic effect as close as possible to the invalid, illegal and unenforceable provision.

PART 20 - Nonwaiver of Breach

No action or failure to act by the County shall constitute a waiver of any right or duty afforded to the County under the Contract; nor shall any such action or failure to act by the County constitute an approval of, or acquiescence in, any breach hereunder, except as may be specifically stated by the County in writing.

PART 21 - Non-Discrimination in Benefits to employees with Domestic Partners

King County's Equal Benefits (EB) Ordinance 14823 states that to be eligible for award of contracts at a cost of \$25,000.00 or more, firms must not discriminate in the provisions of employee benefits between employees with spouses, and employees with domestic partners. The Contractor shall be required to complete a Worksheet and Declaration form. Compliance with Ordinance 14823 is a mandatory condition for execution of a contract. The EB Compliance forms, and Ordinance 14823 are available online at:

www.metrokc.gov/finance/procurement/forms.asp.

SECTION IV - SPECIFIC CONTRACTUAL TERMS AND CONDITIONS

PART 1 - Execution of the Contract

The documents constituting the Contract between the County and the Contractor are intended to be complementary so that what is required by any one of them shall be as binding as if called for by all of them. In the event of any conflicting provisions or requirements within the several parts of the Contract documents, they shall take precedence as listed on the Contract, page 2. The date the Contract is countersigned by the County is the Contract effective date. No other act of the County shall constitute Contract award. After Contract award, the County shall issue Purchase Orders detailing the Work to be performed.

The Contract may be executed in counterparts, any of which shall be deemed an original and which shall together constitute one Contract.

PART 2 - Contract Term

The term of this Contract shall be three (3) years in one (1) year increments, commencing on the effective date of the Contract and subject to the termination provisions under Termination for Convenience / Default / Non-Appropriation. The Warranty Period begins at Final Acceptance for a period of twelve (12) months. Upon the completion of the Warranty Period, the Maintenance Agreement runs from year to year unless terminated as described in this Contract. The maximum term for this Contract, consisting of the base period plus extensions, is three (3) years unless extended by written agreement signed by all parties.

PART 3 - Payment Procedures

A. Invoices

The Contractor for Work Accepted by the County shall furnish invoices to:

King County Accounts Payable M/S EXC-ES-0875 Exchange Building, 8th floor 821 Second Avenue Seattle, WA 98104-1598

B. Payments

Within thirty (30) Days after receipt of an invoice, the County shall pay the Contractor for Accepted Work, upon acceptance of payment Contractor waives any claims for the Work covered by the Invoice.

If the Contractor is registered with the State of Washington it shall add all applicable State sales or use taxes to each invoice and upon receipt of the payment promptly remit appropriate amounts to the State of Washington, or the County will make payment directly to the State.

C. Subcontractor Prompt Payment

The Contractor agrees to pay each Subcontractor under this Contract for satisfactory performance of its Subcontract no later than ten (10) Days from the receipt of each payment the Contractor receives from the County.

PART 4 - Advance Payment Prohibited

No advance payment shall be made for the Work furnished by Contractor pursuant to this Contract.

Ref: Article VIII, § 7 of the Washington State Constitution.

PART 5 - Pricing

A. Prices shall remain firm for the duration of the first Contract period. Price changes based on market conditions and price/cost analysis may be made after the first Contract period. The Contractor shall supply documentation satisfactory to County such as documented changes to the Producers Price Index (PPI), the Consumer Price Index (CPI) or a manufacturer's published notification of price change(s). Requests for any price change are to be made in writing to the Buyer in the Procurement Services Division office. Any price change shall be mutually agreed upon and shall take effect at the time of the Contract extension and remain throughout the extension

B. Reimbursement for meals shall be limited to the per diem rates established by federal travel requisitions for the host city in the Code of Federal Regulations, 41 CFR § 301, App.A.

- C. Accommodation rates shall not exceed the federal lodging limit plus host city taxes. The Contractor shall always request government rates.
- D. The direct costs contained in A, B and C above shall only be authorized by the County Project Manager for Contractor staff living beyond commuting distance, normally considered to be for the travel beyond 100 miles of 821 Second Avenue, Seattle, WA.
- E. Air travel shall be by coach class at the lowest price available at the time the County Project Manager requests a particular trip. In general, a trip is associated with a particular Work activity of limited duration and only one round-trip ticket, per person, shall be billed per trip.
- F. Cost for equipment, materials and supplies, such as approved equipment rental; telephone, telegraph and cable expenses; reproduction costs including blueprinting, photographing, telecopying, mimeographing, photocopying and printing; express charges; commercial printing, binding, art Work and models; and, computer programming and data entry costs shall be billed without markup.
- G. Authorized subcontract Services; Provided that the limitations set forth in the period. The parties hereto recognize that such changes could be increases or decreases in the prices; both parties are entitled to benefit from such price changes.

PART 6 - Shipping Charges

All prices shall include freight FOB to the designated delivery point. The County shall reject requests for additional compensation for freight charges.

PART 7 - Direct Costs Related to Changed Work

Direct costs for additional Work shall be billed at cost without markup.

Reimbursement of Contractor travel, lodging and meal expenses are limited to the eligible costs based on the rates and criteria established in King County Code, chapter 3.24.

- A. The mileage rate allowed by King County shall not exceed the current Internal Revenue Services (IRS) rates per mile as allowed for business related travel. The IRS mileage rate shall be paid for the operation, maintenance and depreciation of individually owned vehicles for that time which the vehicle is used during Work hours. Parking shall be the actual cost. When rental vehicles are authorized, government rates shall be requested. If a person does not request government rates, he/she may be personally responsible for the difference. Please reference the IRS web site for current rates. http://www.irs.gov/. Above paragraphs shall be applicable to such subcontract services.
- B. Other direct costs, not listed above, may be billed if the County has given prior approval.
- C. Receipts required for purchases \$10 and over, not including meals.

PART 8 - Acceptance Process

The County may give iterative acceptances as the Work is accomplished either by phase or milestone. The Contractor will give the County "notice of completion" of Work related to a specific milestone following the Contractor's completion of all such Work in accordance with the payment schedule and delivery requirements in the Contract.

- A. <u>Acceptance Process</u>. Upon completion of the milestone deliverables, the Contractor will notify the County and the Acceptance process will commence. Acceptance shall be based on conformance with the milestone guidelines. After notice by Contractor of completion of the milestone, County will issue a written notice of milestone Acceptance or provide Contractor with a notification of rejection, which will include documentation of the specific grounds for the rejection, outlining items not in compliance with the deliverable guidelines.
- B. Correction of Deficiencies Process. If a deliverable is rejected, Contractor will have a commercially practicable time to correct items documented in the County's notification of rejection. Following the delivery of Contractors' notice that the Work has been corrected, the County will issue a written notice of Acceptance or provide Contractor with a notification of rejection, which will include documentation of the specific grounds for the rejection, outlining Work not in compliance with the milestone. The project schedule will be adjusted accordingly in the event that a dispute regarding the method or accuracy of the correction causes a delay. If the deliverable(s) fails to comply with the milestone after Contractor's second attempt to correct the Work and no clear plan can be agreed upon between the County Project Manager and the Contractor's Project Manager, the County will determine the appropriate corrective actions.

PART 9 - Final Acceptance Process

The County shall begin the Final Acceptance process in accordance with the Contract as follows:

A. The parties shall agree on the start date for the Acceptance test.

- B. The Acceptance Test shall include thirty (30) Days of continuous operation of the Work without material defect in accordance with the Contract in the County's fully implemented production environment.
- C. If the County Accepts the Work, the County will send a notice of Final Acceptance to the Contractor.
- D. If County determines that the Work is not Acceptable, the County shall notify the Contractor in writing, describing the deficiencies.
- E. The Contractor shall either provide a detailed, written plan to achieve Final Acceptance or to make corrections or replacements within a mutually agreed upon time period with no charge to the County. The parties shall mutually agree on a start date for beginning another Acceptance test.
- F. Another thirty (30) Day successful operation period shall follow any corrections or replacements to the Work. Two (2) or more thirty (30) Day operation Acceptance test periods can occur if mutually agreed to by the parties.
- G. If the County Accepts the Work following a second or subsequent Acceptance test the County will send a notice of Final Acceptance to the Contractor.
- H. If the Contractor does not correct or replace the unacceptable Work the County may declare a breach of contract.

PART 10 - Warranty Provisions

- A. <u>No Waiver of Warranties and Contract Rights</u>. Conducting of tests and inspections, review of Scope of Work or plans, payment for a Work, or Acceptance or Final Acceptance of the Work by the County shall not constitute a waiver of any rights under this Contract or in law. The termination of this Contract shall in no way relieve the Contractor from its warranty/guarantee responsibility.
- B. <u>Warranty Term.</u> The Contractor warrants that the Work performed under this Contract shall be free from defects in material and workmanship, and shall conform all requirements of this Contract, for a period of twelve (12) months from date of Final Acceptance of such Work by the County. Any Work corrected shall be subject to this subsection to the same extent as the Work initially provided.
- C. Warranty Applicable to Third Party Suppliers, Vendors, Distributors and Subcontractors. The Contractor shall ensure that the warranty requirements of this Contract are enforceable through and against the Contractor's suppliers, vendors, distributors and Subcontractors. The Contractor is responsible for liability and expense caused by any inconsistencies or differences between the warranties extended to the County by the Contractor and those extended to the Contractor by its suppliers, vendors, distributors and Subcontractors. Such inconsistency or difference shall not excuse the Contractor's full compliance with its obligations under this Contract. The Contractor shall cooperate with the County in facilitating warranty related Work by such suppliers, vendors, distributors and Subcontractors.

PART 11 - Express Warranties for Software

- A. Contractor warrants that on the date of Final Acceptance, the Software provided hereunder shall be free from significant programming Errors and when used in accordance with user manuals shall operate and conform to the Scope of Work, performance capabilities, functions and other descriptions and standards as identified in this Contract and all supplemental information Provided by Contractor.
- B. Contractor warrants that it has full power and authority to license or sublicense the Software to the County without the consent of any other Person.
- C. Contractor warrants that the performance of the Services related to the Software and the licensed use of the Software by County as permitted by this Contract, including copying, shall not in any way constitute an infringement or other violation of any copyright, trade secret, trademark, patent, invention, proprietary information, nondisclosure or other right of any third party.
- D. Contractor warrants that the Software, the License to the County to use the Software, instructions for use of the Software and the performance by Contractor of the Services, shall be in compliance with all applicable laws, rules and regulations.
- E. Contractor warrants the tapes, CD's, DVD's or other media delivered to the County to be free of defects in materials and workmanship under normal use for sixty (60) Days from the date of receipt by the County.
- F. Contractor warrants that the Software provided is free from intentional Viruses, disabling code or other intentional programming defects. Prohibited intentional programming defects include, but are not limited to, features such as "backdoor shutdown mechanisms", "time bombs", "automatic unauthorized connection to outside systems", programming that responds to or Provides information to outside systems' "pinging", and features that can "retire", "shut down", "cripple" or "stop" the Software. Contractor further warrants that neither the Software alone or through Contract with the Contractor is capable of electronic self-help that may deprive the County of the use of the licensed Software.
- G. Contractor warrants that future maintenance or Software releases shall not degrade the Software, cause a breach of any other warranty or require the County to purchase new or additional hardware or Software for continued operation of the Software.

- H. The Contractor warrants functionality as described in the Scope of Work and represents that the configuration identified in the Contract has been specifically selected and designed for the County as being an operationally efficient integration of hardware, Software and Services.
- I. Contractor shall be responsible for providing and implementing a Software system that is successfully integrated into the existing system environment of the County and meets the functional requirements as specified in this Contract.

THE EXPRESS WARRANTIES SET FORTH IN THIS SECTION ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

PART 12 - Warranty Remedies

- A. If at any time during the twelve (12) month period immediately following Final Acceptance of any Work covered by this Contract, Contractor or the County discovers one or more material defects or Errors in the Work or any other aspect in which the Work materially fails to meet the provisions of the warranty requirements herein Contractor shall, at its own expense and within thirty (30) Days of notification of the defect by the County, correct the defect, Error or nonconformity by, among other things, making additions, modifications or adjustments to the Software as may be necessary to keep the Software in operating order in conformity with the warranties herein. Any Work corrected shall be subject to this subsection to the same extent as the Work initially provided.
- B. During the sixty (60) Day media warranty period, the County may return defective media to Contractor and it shall be replaced without charge to the County.
- C. In order to qualify for remedial action under these warranties, the County shall report a warranty failure to the Contractor in writing within thirteen (13) months from the date of Final Acceptance. The Contractor shall not be responsible for remedial action under this warranty to the extent the failure to meet the warranty is caused by modification to the product(s) by the County or anyone other than the Contractor or its Subcontractors, unless under Contractor's or its Subcontractor's direction.
- D. The County shall give written notice of any defect to the Contractor. If the Contractor has not corrected defect with thirty (30) Days after receiving the written notice, the County, in its sole discretion, may correct the defect itself. In the case of an emergency where the County believes delay could cause serious injury, loss or damage, the County may waive the written notice and correct the defect. In either case, the County shall charge-back the cost for such warranty repair to the Contractor.
- E. The Contractor is responsible for all costs of repair or replacement in order to restore the Work to the applicable Contract requirements or Scope of Work, including shipping charges, for Work found defective within the warranty period, regardless of who actually corrects the defect.

PART 13 - Defective Work

Prior to Final Acceptance, when and as often as the County determines that the Work, furnished under the Contract is not fully and completely in accordance with any requirement of the Contract, it may give notice and description of such non-compliance to the Contractor. Within seven (7) Days of receiving such written notification, the Contractor shall supply the County with a detailed, written plan which indicates the time and methods needed to bring the Work in compliance with the Contract. The County may reject or accept this plan at its discretion. If the County rejects the plan the Contractor may be determined to be in material default of the Contract. This procedure to remedy defects is not intended to limit or preclude any other remedies available to the County by law, including those available under the Uniform Commercial Code, Title 62A RCW.

PART 14 - Equipment and Software Warranty Process

During the warranty period, equipment and software support shall be as described in the Maintenance Agreement.

PART 15 - Equipment and Software Maintenance

After the warranty period, equipment and Software Maintenance support shall be as described in the Maintenance Agreement, which shall be attached to the contract.

PART 16 - Ownership/Rights to Work Product

- A. All data and Work (collectively called "Work Product") produced pursuant to this Contract shall be considered "work made for hire" under the U.S. Copyright Act, 17 U.S.C. §101 et seq, and shall be owned by King County. Contractor is hereby commissioned to create the Work Product. Ownership includes the right to copyright, patent, register and the ability to transfer these rights and all information used to formulate such Work Product.
- B. If for any reason the Work Product would not be considered a "work made for hire" under applicable law, Contractor assigns and transfers to the County the entire right, title and interest in and to all rights in the Work Product and any registrations and copyright applications relating thereto and any renewals and extensions thereof.
- C. Contractor shall execute all documents and perform such other proper acts, as the County may deem necessary to secure for the County the rights provided pursuant to this section.

D. Contractor shall not use or in any manner disseminate any Work Product to any third party, or represent in any way Contractor ownership in any Work Product, without the prior written permission of the County. Contractor shall take all reasonable steps necessary to ensure that its agents, employees, or Subcontractors shall not copy or disclose, transmit or perform any Work Product or any portion thereof, in any form, to any third party.

E. Work Product developed for this Contract including preexisting material needed to operate the Work Product shall be transferred to the County with a non-exclusive, royalty-free, irrevocable license to publish, translate, reproduce, deliver, perform, display, and dispose of such preexisting material, and to authorize others to do so except that such license shall be limited to the extent to which Contractor has a right to grant such a license.

PART 17 - Independent Status of Contractor

In the performance of this Contract, the parties shall be acting in their individual, corporate or governmental capacities and not as agents, employees, partners, joint ventures, or associates of one another. The parties intend that an independent contractor relationship shall be created by this Contract. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purpose whatsoever. Contractor shall not make any claim of right, privilege or benefit, which would accrue, to an employee under chapter 41.06 RCW or Title 51 RCW.

PART 18 - Nondisclosure of Data

Data provided by the County either before or after Contract award shall only be used for its intended purpose. Contractors and Subcontractors shall not utilize nor distribute the County data in any form without the express written approval of the County.

PART 19 - Non-Disclosure Obligation

While performing the Work under this Contract, the Contractor may encounter personal information, licensed technology, Software, Documentation, drawings, schematics, manuals, data and other materials described as "Confidential", "Proprietary" or "Business Secret". The Contractor shall not disclose or publish the information and material received or used in performance of this Contract. This obligation is perpetual. The Contract imposes no obligation upon the Contractor with respect to confidential information which the Contractor can establish that: a) was in the possession of, or was rightfully known by the Contractor without an obligation to maintain its confidentiality prior to receipt from the County or a third party; b) is or becomes generally known to the public without violation of this Contract; c) is obtained by the Contractor in good faith from a third party having the right to disclose it without an obligation of confidentiality; or, d) is independently developed by the Contractor without the participation of individuals who have had access to the County's or the third party's confidential information. If the Contractor is required by law to disclose confidential information the Contractor shall notify the County of such requirement prior to disclosure.

PART 20 - Board of Ethics Disclosure Requirement

Pursuant to King County Code 3.04.120, the consultant shall file a Consultant Disclosure Form with the Board of Ethics and the King County Executive.

PART 21 - Pricing of Spare Parts

The County shall have the right to conduct a Cost or Price Analysis on specific spare parts if pricing appears to be in excess of standard industry pricing for similar parts. Any differences shall be subject to negotiations to the satisfaction of the County. The County is not required to purchase spare parts under this Contract if it can purchase the same item(s) from another source under terms that are more advantageous to the County.

PART 22 - No Prototype Components

All hardware, Software and Work, shall be in production and be used by customers comparable to the County at the time of the Contract effective date. Test or prototype items shall be clearly identified as such. A sufficient inventory of the Work shall be available to meet delivery requirements.

PART 23 - Patents and Royalties

The Contractor is responsible for paying all license fees, royalties or the costs of defending claims for the infringement of any intellectual property that may be used in performing this Contract. Before final payment is made on this Contract, the Contractor shall, if requested by the County, furnish acceptable proof of a proper release from all such fees or claims.

PART 24 - Changed Requirements

New federal, state and county laws, regulations, ordinances, policies and administrative practices may be established after the date this Contract is established and may apply to this Contract. To achieve compliance with changing requirements, the Contractor agrees to accept all changed requirements that apply to this Contract and require Subcontractors to comply with revised requirements as well. Changed requirements shall be implemented through subsection 1-2, Contract Changes.

PART 25 - Patents, Copyrights and Rights in Data

Any patentable result or materials suitable for copyright arising out of this Contract shall be owned and retained by the County. The County in its sole discretion shall determine whether it is in the public's interest to release or make available any patent or copyright.

The Contractor agrees that the ownership of any plans, drawing, designs, Scope of Work, computer programs, technical reports, operating manuals, calculations, notes and other Work submitted or which is specified to be delivered under this Contract, whether or not complete (referred to in this subsection as "Subject Data") shall be vested in the County.

All such Subject Data furnished by the Contractor pursuant to this Contract, other than documents exclusively for internal use by the County, shall carry such notations on the front cover or a title page, (or in such case of maps, in the name block), as may be requested by the County. The Contractor shall also place its endorsement on all Contractor-furnished Subject Data. All such identification details shall be subject to approval by the County prior to printing.

The Contractor shall ensure that the substance of foregoing subsections is included in each subcontract for the Work under this Contract.

PART 26 - Escrow Agreement / Source Code

If required, a source code escrow agreement shall be executed as part of this Contract.

The Contractor shall maintain a current copy of the program source code with all future updates, improvements, additions and modifications.

In the event that the Contractor ceases to support the programs, the escrow agent shall furnish King County, at no cost to the County, a copy of the relevant escrowed material as defined in the Escrow Agreement. Any escrowed material furnished under this provision shall be considered licensed subject to the terms of this Contract and accompanying Software License Agreement.

PART 27 - Software License

Subject to the terms and conditions set forth in the Contract and the Software License Agreement, including payment of the license fees by County to Contractor, Contractor hereby grants to County a perpetual, non-exclusive, non-transferable license to use the Software, including any Software and source code released pursuant to an Escrow Agreement, as well as any Documentation and training materials.

PART 28 - Disaster Recovery

In the event a disaster is declared at any County site(s), Contractor will allow the County the right to use the Software in accordance with the Software License Agreement, at the recovery site identified by the County, at no additional cost to the County for the Services or maintenance thereof.

PART 29 - Authorized Users

Only employees, agents, and Contractors who need to use the Software in the performance of their duties for the County and who are authorized and enabled by the County may access and utilize the Software.

PART 30 - Bug Status Reports

The Contractor shall Provide bug status reports specifying all known outstanding bugs in the current version of the Software. The initial bug status report shall accompany the Software when delivered. Subsequent reports shall be provided monthly or as agreed to by the County Project Manager.

PART 31 - Enhancements, Upgrades, Replacements and New Versions of Software

- A. The Contractor agrees to provide to the County, at no cost, prior to, and during installation and implementation of the system any Software/firmware Enhancements, Upgrades and replacements which the contractor initiates or generates.
- B. As long as the County has a maintenance agreement for the Software, the Contractor shall notify the County of the availability of newer versions of the Software and within thirty (30) days provide the County with this new version. The Contractor shall provide free Updated Documentation in the form of new revision manuals or changed pages to current manuals consistent with the original Documentation supplied and reflecting the changes included in the new version of the Software. The Contractor shall Provide bug status reports specifying all known, outstanding bugs in the new Software versions. The information shall be updated periodically as new information and Work-around become known. The Contractor shall also Provide free installation instructions, procedures and any installation program required by the installation.

PART 32 - HIPAA - Protecting Patient Privacy

The work under this Contract shall require compliance with "The Health Insurance Portability and Accountability Act of 1996" (HIPAA). Information on this Act can be found at the Office of Civil Rights website: http://www.hhs.gov/ocr/hipaa/.

SECTION V - INSURANCE REQUIREMENTS

PART 1 - Evidence and Cancellation of Insurance

- A. Prior to execution of the Contract, the Contractor shall file with the County evidence of insurance and endorsements from the insurer(s) certifying to the coverage of all insurance required herein. All evidence of insurance shall be certified by a properly authorized officer, agent, general agent or qualified representative of the insurer(s) and shall certify the name of the insured, the type and amount of insurance, the location and operations to which the insurance applies, the expiration date, and that the County received notice at least forty-five (45) Days prior to the effective date of any cancellation, lapse or material change in the policy.
- B. The Contractor shall, upon demand of the County, deliver to the County all such policy of insurance, and all endorsements and riders, and the receipts for payment of premiums thereon.
- C. Failure to Provide such insurance in a timeframe acceptable to the County shall enable the County to suspend or terminate the Contractor's Work hereunder in accordance with Contract provisions regarding "Termination for Convenience/Default/Non-appropriation." Suspension or termination of this Contract shall not relieve the Contractor from its insurance obligations hereunder.

PART 2 - Insurance Requirements

A. The Contractor shall obtain and maintain the minimum insurance set forth below.

By requiring such minimum insurance, the County shall not be deemed or construed to have assessed the risks that may be applicable to the Contractor under this Contract. The Contractor shall assess its own risks and, if it deems appropriate and/or prudent, maintain greater limits and/or broader coverage.

Nothing contained within these insurance requirements shall be deemed to limit the scope, application and/or limits of the coverage afforded, which coverage shall apply to each insured to the full extent provided by the terms and conditions of the policy(s). Nothing contained with this provision shall affect and/or alter the application of any other provision contained with this Contract.

For all coverages:

Each insurance policy shall be written on an "occurrence" form; excepting that insurance for professional liability. Errors and omissions when required, may be acceptable on a "claims made" form.

If coverage is approved and purchased on a "Claims Made" basis, the contractor warrants continuation of coverage, either through policy renewals or the purchase of an extended discovery period, if such extended coverage is available, for not less than three (3) years from the date of completion of the Work that is the subject of this Contract.

B. Minimum Scope of Insurance

Coverage shall be at least as broad as:

General Liability

Insurance Services Office form number (CG 00 01 Ed. 11-88) covering <u>COMMERCIAL GENERAL LIABILITY</u>.

2. Automobile Liability

Insurance Service form number (CA 00 01 Ed. 12-90) covering BUSINESS AUTO COVERAGE, symbol 1 "any auto"; or the combination of symbols 2, 8 and 9.

3. Professional Liability

Professional Liability, Errors and Omissions coverage.

In the event that Services pursuant to this Contract either directly or indirectly involve or require professional Services, Professional Liability, Errors and Omissions coverage shall be Provided.

4. Workers' Compensation

Workers' Compensation coverage, as required by the Industrial Insurance Act of the State of Washington, as well as any similar coverage required for this Work by applicable federal or "Other States" State Law.

5. Employers Liability or "Stop Gap":

The protection Provided by the Workers Compensation Policy Part 2 (Employers Liability) or, in states with monopolistic state funds, the protection Provided by the "Stop Gap" endorsement to the General Liability policy.

C. Minimum Limits of Insurance

The Contractor shall maintain limits no less than, for:

- 1. General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, Personal injury and property damage, and for those policies with aggregate limits, a \$2,000,000 aggregate limit.
- 2. Professional Liability, Errors and Omissions: \$1,000,000 per Claim and in Aggregate.

- 3. Workers' Compensation: Statutory requirements of the state of residency.
- 4. Employers Liability Stop Gap: \$1,000,000.

D. Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions shall be declared to, and approved by, the County. The deductible and/or self-insured retention of the policies shall not limit or apply to the Contractor's liability to the County and shall be the sole responsibility of the Contractor.

E. Other Insurance Provisions

The insurance policies required in this Contract are to contain, or be endorsed to contain the following provisions:

1. Liability Policies:

The County, its officers, officials, employees and agents are to be covered as additional insureds as respects liability arising out of activities performed by or on behalf of the Contractor in connection with this Contract. Use the above exact language on the Endorsement Form.

To the extent of the Contractor's negligence, the Contractor's insurance coverage shall be primary insurance as respects the County, its officers, officials, employees and agents. Any insurance and/or self-insurance maintained by the County, its officers, officials, employees or agents shall not contribute with the insurance or benefit the contractor in any way.

The Contractor's insurance shall apply separately to each insured against whom a claim is made and/or lawsuit is brought, except with respect to the limits of the insurer's liability.

F. Acceptability of Insurers

Unless otherwise approved by the County:

Insurance is to be placed with insurers with a Bests' rating of no less than A:VIII, or, if not rated with Bests', with minimum surpluses the equivalent of Bests' surplus size VIII.

If at any time one of the foregoing policies shall be or become unsatisfactory to the County, as to form or substance, or if a company issuing any such policy shall be or become unsatisfactory to the County, the Contractor shall, upon notice to that effect from the County, promptly obtain a new policy, and shall submit the same to the County, with the appropriate certificates and endorsements, for approval.

G. Subcontractors

The Contractor shall include all Subcontractors as insureds under its policies, or shall furnish separate certificates of insurance and policy endorsements for each Subcontractor. *Insurance coverages provided by Subcontractors as evidence of compliance with the insurance requirements of this Contract shall be subject to all of the requirements stated herein.*

H. Work Site Safety

The Contractor shall have the "right to control" and bear the sole responsibility for the job site conditions, and job site safety. The Contractor shall comply with all applicable Federal, State and Local safety regulations governing the job site, employees and Subcontractors. The Contractor shall be responsible for the Subcontractor's compliance with these provisions.

I. Endorsements

Endorsement must be included with insurance form, i.e. standard industry forms: "2010 111" or "GC 76 80 10 00. The County requires this Endorsement to complete the Contract.

SECTION VI – CONTRACTOR RESPONSIBLITIES

PART 1 - Implementation

System configuration and prototyping is the primary responsibility of the Contractor. The core Software system shall be configured, prototyped, refined, tested, updated and documented by the Contractor. The County shall accept the system for roll out only after a successful user Acceptance test is performed.

The Contractor shall not be relieved of its obligation to Provide a completely integrated system if the County creates interface programs.

PART 2 - Contractor Responsibilities

The Contractor shall be responsible for performing the Work described in the Scope of Work. Each written deliverable shall require an acceptable preliminary draft to precede Acceptance of deliverable and work completion.

SECTION VII - REQUIRED FORMS

The following completed forms will be required from the selected contractor, prior to contract award:

- A. King County Personnel Inventory Report
- B. Affidavit and Certificate of Compliance with King County Code 12.16

- C. Statement of Compliance Union or Employee Referral Agency Statement (if applicable)
- D. King County Code 3.04.120 and Consultant Disclosure Form
- E. 504/ADA Disability Assurance of Compliance and Corrective Action Plan
- F. Equal Benefits Compliance Declaration Form

Copies of these forms are available by contacting the King County Procurement and Contract Services Division. They are available in paper form, or may be obtained via e-mail. Please contact Cathy Betts at 206-263-4267 or Roy L. Dodman at 206-263-4266, or by sending an e-mailed request to cathy.betts@metrokc.gov or roy.dodman@metrokc.gov.

SECTION VIII - BID PROPOSAL CHECKLIST

- A. One (1) signed copy of entire RFP package.
- B. One (1) signed copy of any Addendum that was issued. (If it has signature box at bottom of first page, it must be returned.)
- C. One (1) unbound copy of proposal response marked "Original."
- D. Three (3) paper copies of proposal response.
- E. Two (2) CD-ROMs of the proposal response.
- F. Complete the Bid Identification Label below (or reasonable facsimile) and attach it to a prominent place on the exterior of the submission envelope, box, etc.

